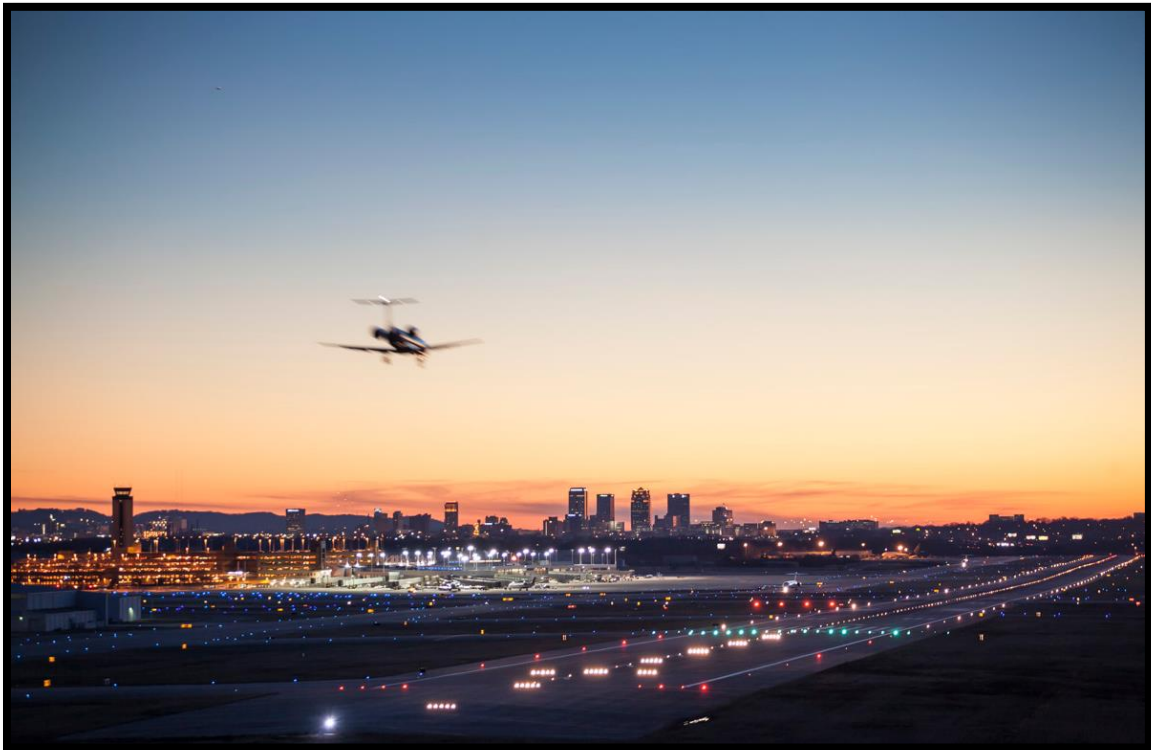


Request for Proposal (RFP)
Elevator and Escalator Maintenance Service
February 2, 2024



Birmingham Airport Authority

I. Introduction

A. Project Description

The Birmingham Airport Authority (“BAA” or “Authority”) is requesting proposals (RFP) from highly experienced and professional firms to perform Elevator and Escalator Maintenance and Repair Services at the Birmingham Shuttleworth International Airport.

The goal of this procurement effort is to enter into a contract with the best-valued Contractor for maintenance of the Elevators and Escalators at BHM.

B. Proposed Scope of Work

See Exhibit A for further detail of the Scope of Work.

C. Term of Agreement

The term of the agreement resulting from this solicitation will be for 3 years from the date the agreement is signed.

General Conditions

- i. **Terms and Conditions:** Contractor agrees to abide by all the terms and conditions contained in this RFP. Any exceptions to the requirements of this RFP, or the BAA’s terms and conditions of this RFP, shall be noted in writing, with detailed explanation, and included with the RFP submittal. The Contractor acknowledges that taking exceptions to this RFP may subject the response submittal to be rejected.
- ii. **Discussions and Questions:** All questions must be submitted in writing and directed to the Birmingham Airport Authority (BAA) Department of Facilities at mnelson@flybirmingham.com in order to be considered. The Contractor shall not attempt to discuss any aspects of the request with any other party except for the email address described in this RFP. No verbal agreements will be considered during the proposal process. BAA reserves the right to reject the proposal of any Contractor violating this provision.
- iii. **Completeness:** All requested information and required forms must be completed, signed, and submitted with this document to constitute a proper proposal. The entire package must be complete with all required forms, signature, and information. Failure to complete or comply with any part of the specifications or requirements in this RFP may constitute a basis of rejection. It is within the right of the BAA to reject any RFP submittal in this solicitation document.
- iv. **Errors:** Contractors or their authorized representative are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Contractors are cautioned not to obliterate, erase, or strike-over any printed material as set forth in this RFP. In quoting prices, wherever Contractor has made an error and has corrected, all such corrections should be initialed by the person signing this RFP. If errors occur in the extension of prices in the RFP, the unit prices shall govern. Failure to comply with this provision may result in rejection of Contractor’s submittal. All documents submitted must be legible.

- v. **Changes/Modifications:** No changes or modifications shall be made to any BAA forms without the approval of the BAA. If changes or modifications are made without the approval of BAA, the proposal submitted by Contractor may be rejected.
- vi. **Compliance with Laws:** The Contractor shall obtain and maintain all licenses, permits, liability insurance, and workman's compensation insurance, and maintain compliance with any other federal, state, or local requirements during the term of the contract with BAA and in submitting a proposal.
- vii. **Specifications:** Whenever mention is made of any article, material, or workmanship to be in accordance with any laws, ordinances, codes, regulations, etc., these requirements shall be construed to be the minimum requirements of these specifications.
- viii. **Quality:** All materials used for the manufacture or construction of any supplies, materials, equipment, or service shall be new unless otherwise specified. All materials shall be of the best quality, and of the highest grade of workmanship that meet the specifications in this document. Materials or service must comply with all applicable Federal, State, or OSHA requirements.
- ix. **Acceptance of Material:** The materials delivered shall remain the property of the Contractor pending physical inspection and acceptance to the satisfaction of the BAA. In the event the material supplied to BAA is found to be defective or does not conform to specifications, the BAA reserves the right to cancel the order upon written notice to the Contractor and return the product(s) to the Contractor at the Contractor's expense, and to invoke the provisions of the section titled "Default".
- x. **Default:** Any contract made between BAA and the Contractor can be cancelled by the BAA in whole or in part via written notice, upon the Contractor's non-performance or violation of contract terms. The Contractor will be given 15 days to rectify the non-performance or violation. An award may be made to the lowest quoting Contractor for material or services specified, and purchases may be made on the open market. The defaulting Contractor shall be liable for costs to the BAA in excess of the defaulted contract prices. The Contractor shall continue the performance of the contract to the extent any part is not terminated under the provisions of this clause.
- xi. **Termination of Agreement:** In addition to any other rights and remedies allowed by law, BAA may terminate this Agreement at any time for any reason, or no reason, with or without cause, without penalty or expense to BAA of any kind whatsoever, by giving (15) days written notice to Contractor of such termination and specifying the effective date of the termination. Termination of this agreement as provided in section Xi shall release BAA from any further fees to be paid to contractor after the date of termination, other than any unpaid fees earned for Services which were satisfactorily performed prior to the effective date of the termination.
- xii. **Guarantee:** The Contractor shall unconditionally guarantee services for the Contractor's specified guaranteed period, unless otherwise stated. Within the guarantee period, if any defects occur which are due to faulty material and/or services, Contractor shall repair, replace, and/or adjust such faulty material and/or services to the complete satisfaction of the BAA. These repairs, replacements, or adjustments shall be made only at a time lest detrimental to the operation of the BAA.
- xiii. **Add/Delete Items:** During the term of the contract, items and/or services may be added and/or deleted to the contract upon agreement between the successful Contractor and BAA.

- xiv. **Reimbursement:** The BAA will not reimburse the Contractor for any costs associated with the preparation and submittal of any RFP response, or for any travel and/or per diem costs that are incurred.
- xv. **Submitted Material:** All requests, responses, inquiries, or correspondence relating to, or in- reference to this document submitted by Contractors shall become the property of the BAA when received. Once an award is made, all excess copies at the Contractor's request may be destroyed.
- xvi. **Outside Estimates:** The BAA reserves the right to obtain an outside estimate, or to have the product or service provided outside of this contract when it is in the best interest of the BAA.
- xvii. **Disclaimer:** This is a Request for Proposal. This is not an offer or contract. The submission of a proposal in response to this process does not impose any legal obligations upon BAA, nor does it create any contractual or quasi-contractual relationship between BAA and any Contractor. BAA reserves the right to reject or disregard any or all proposals, to negotiate with any or all Contractors, and/or to enter a contract or contracts with any Contractor or Contractors for any or all of the services described herein. BAA is not obligated to respond to any statement or proposal. This RFP is subject to errors, omissions, modifications, withdrawal, or cancellation without notice.

II. Special Conditions

- i. **Minority Business:** The BAA encourages all Minority Business Enterprises (MBE) and Women owned Business Enterprises (WBE) to participate.
- ii. **Indemnification:** Contractor undertakes and agrees to indemnify and hold harmless BAA, and any and all its Board Members, officers and employees, from and against all suits and causes of action, claims, losses, demands and reasonable expenses, including by not limited to, reasonable attorney's fees and reasonable costs of litigation, damage(s) or liability, including but not limited to death or injury, or for damage to, or destruction of, any property, arising by reasons of the performance of the contract to the extent caused by the negligent performance of the professional services under the contract on the part of the Contractor, or any of the Contractor's Subcontractors, employees, or anyone for whom the Contractor has obligated itself under the contract. THERE IS NO EXPECTATION OF ANY INDEMNIFICATION BEING PROVIDED TO CONTRACTOR BY THE BAA.
- iii. **Changes and Alterations:** The BAA reserves the right to make any alterations in the RFP and/or contract as may be necessary due to changing conditions found during the Project. The Contractor shall not claim forfeiture of contract by reasons of such changes by the BAA representative. If such changes increase or decrease the amount of the work or materials, the Contractor will be paid according to the quantity of product delivered at the prices established for such work under the contract. Any alterations or changes that diminish the scope of work or materials shall not constitute a claim for damages or for the loss of anticipated profits. Any alterations from the original job estimate provided by Contractor must be submitted in writing and must be approved by the designated BAA Representative.
- iv. **Cure and Cover Clause:** If a successful Contractor fails, or BAA concludes that there is a reasonable likelihood that the Contractor will not be able to timely perform its obligations under this RFP and/or contract, BAA may (in addition to any other

contractual, legal, or equitable remedies) proceed to take any of the following actions after five (5) days' written notice to the Contractor: (A) Withhold any monies then or next due to the Contractor; or (B) Terminate the contract and obtain the deliverables (or equivalent) or portion thereof (or equivalent) from a third party, pay the third party for the same, and withhold the amount so paid from any money then or thereafter due to Contractor and hold Contractor liable for any amounts paid to the third party (or parties) to the extent that withholding payments to the Contractor does not cover BAA's cost of cover.

- v. **The BAA Reserves the Right:** (a) to award proposals received on individual items, or on the entire list of items; and (b) to reject any or all proposals or any part thereof; and (c) to waive any irregularities and/or technicalities on the proposals; and (d) to accept the proposal that is in the best interest of BAA; and (e) to obtain clarification or additional information for any proposal; and (f) to purchase either selected items, or to not select any Contractor or purchase any goods and/or services resulting from this request; and (g) to reject any Contractor who has previously failed to perform properly or complete on time projects of a similar nature, and (h) to reject any Contractor whom investigation shows Contractor is not in a position to perform the Project and/or service as specified in this RFP.
- vi. **Basis of Award:** The basis of evaluation will be lowest proposed cost considering price and Contractor availability to seek or exceed BAA's specifications and requirements. The proposal is subject to be awarded to the most responsive and responsible Contractor whose proposal is evaluated to be the most advantageous to the BAA considering price and other factors. The award can be made to one or multiple Contractors, whichever is in the best interest of the BAA. Other suppliers and tertiary suppliers may be selected to fill orders or provide contracted services if the primary supplier cannot make provision to the BAA when time is of the essence.
- vii. **Insurance:** The selected Contractor shall procure, at its expense, and keep in full force and effect at all times during the term of the contract, the types and amounts of insurance specified herein and in Appendix B attached hereto and made a part hereof.

III. Submittal Requirements

A. Selection Process

This is a best value procurement process. This method is defined as "a procurement process where price and other key factors can be considered in the evaluation and selection process to minimize impacts and enhance the long-term performance and value of construction."

A project proposal will be solicited from all interested Contractors. The project proposal will allow the opportunity to provide data relating to the experience and qualifications of the interested Contractor. A cost proposal must also be included.

BAA's selection committee will review all responsive proposals based on the criteria listed in this RFP and create a ranking of Contractors.

Short-listed Contractors may be interviewed (as detailed in Section IV.D. below). However, BAA reserves the right to select the best valued Contractor based solely upon submittals if sufficient information is included in the project proposal.

Project Proposal

Please submit three (3) hard copies and one (1) electronic copy (via USB flash drive) of your proposal plan to the address below. Please include the cost proposal in a separate hard copy and electronic copy in the proposal.

Contact: Ed A Seoane, Vice President of Purchasing

E-mail: eseoane@flybhm.com

Address: Birmingham Airport Authority
5900 Messer Airport Highway
Birmingham, AL 35212

Deliveries can also be made in-person to the BAA Office located on the ground level of the Terminal Building (located at the above address). Adherence to face mask protocols in the Terminal Building is required.

All questions associated with this RFP must be submitted in writing via e-mail to Ed Seoane, Vice President of Purchasing, at eseoane@flybhm.com by the deadline identified for questions/clarifications (see timeline).

Project proposals shall remain valid for one hundred eighty (180) days from the submission deadline. By submission of a bid/quote, Contractor agrees that its bid/quote is valid for one hundred eighty (180) days from the submission deadline.

B. Project Proposal Format

Contractors' Project Proposals shall be no longer than twenty-five (25) pages (not including back / front cover, tabs / dividers, cover letter, or table of contents), each page must not be larger than 8.5" x 11", and must include the following sections:

- i. **Qualification of the Firm:** Detail the overall structure of the Contractor and any unique operating characteristics that may enhance the scope's overall success. This should include but is not limited to relevant services provided by the Contractor, office locations, and total number of employees providing relevant services
- ii. **Qualifications of staff:** Provide a graphic narrative description of the organization structure for the provision of services to BAA, specifically outlining each individual's primary responsibilities, areas of expertise, and services to be performed. The overall project manager, account manager, lead mechanic, service technician, and other individuals who will be assigned to coordinate activities of the Firm must be identified. Provide professional qualifications and experience (resume) within the past five (5) years for all individuals identified for engagement, as well as a narrative description of experience working on similar manufacturer and controllers in this RFP.
- iii. **Recent Contractor Experience in Performing Similar Services:** Discuss relevant services completed at other comparable facilities within the past five (5) years. This should include, but is not limited to: location, start and completion date, description of services provided, outcome of services provided, quality of services provided, and applicability to BAA's proposed scope of work. Identify the Contractor's role as either a prime or Subcontractor and specific contribution to the task. A point of contact for the project's owner must also be included. BAA may contact such references, as necessary.

- iv. **Proposed Scope of Work and Approach to Performing the Services:** Discuss the scope of work and how the Contractor will provide the desired services. This includes recommendations on how to achieve the scope of work including a proposed work plan. Identify the operational safety procedures to be employed while performing the desired services. Detail how the Contractor will perform quality control throughout the contract term. Identify the Contractor’s plan for communication with BAA throughout the contract term.
- v. **Pricing Structure:** Pricing proposed will remain firm for acceptance within 180 calendar days after the RFP closing date. The contractor shall provide preventive maintenance service, repair, and replacement service, and unlimited twenty-four (24) hour emergency service on all items, and in accordance with the terms and conditions of the specification and scope of work references. All pricing information and related items must be submitted using Exhibit D Form.

C. **Project Proposal Selection Criteria**

Proposals will be evaluated based on the proposer’s ability to meet the performance requirements of this RFP. To be deemed responsive, it is important for each proposer to provide appropriate detail to demonstrate satisfaction of each criterion and compliance with the performance provisions outlined in this RFP. A proposer’s proposal will be the primary source of information used in the evaluation process. Proposals must contain information specifically related to the proposed services and requested herein. Failure to submit any information requested may result in the elimination of the proposal from further evaluation and consideration. The evaluation and selection will be based on the following:

- i. Contractor’s Qualification of the Firm
- ii. Contractor’s Qualification of the Staff
- iii. Contractor’s recent experience in performing similar services.
- iv. Contractor’s proposed scope of work and approach to performing the services.
- v. Contractor’s proposed cost

D. **Tentative RFP Timeline**

All deadlines are by 2:00 P.M. Central Time on each respective date.

RFP Posted	February 2, 2024
Pre-Submittal Meeting	February 21, 2024
Site Visit	February 21, 2024
Deadline for Proposal Questions/Clarifications	February 23, 2024
Proposal Deadline	March 8, 2024
Contractor Recommendations / Master Service Agreement Date	April 2024

E. **Pre-Submittal Meeting and Site Visit**

A pre-submittal meeting is scheduled for February 21, 2024, **at 9:00 A.M.** (Central Time) in Meeting Room A, Lower Terminal Lobby (south end near Entry Door 4L) Note Single use Parking Deck validations will be provided to attendees at the meeting. A site visit to the project area will be available on February 21, 2024, **immediately after the pre-**

submittal meeting. All attendees who plan to attend the meeting must RSVP to Ed Seoane at eseoane@flybhm.com by 2 pm CT on **February 19, 2024**.

Appendix A

Scope of Service and Requirements

The selected contractor shall be responsible for proposing a plan for the following Tasks:

I. BACKGROUND INFORMATION

The Birmingham Airport Authority (the “BAA” or “Authority”) owns and operates eighteen (18) elevators (12 hydraulic and 6 traction) and seven (7) escalators. The equipment requires preventative maintenance and occasional repairs.

The BAA is requesting proposals (RFP) from qualified and experienced contractors (“Contractor”) to provide elevator and escalator preventative maintenance and repair services primarily as specified herein.

Contractors should have at least five (5) years of continuous experience with a minimum of three (3) active contracts in the maintenance and repair of elevators and escalators.

II. GENERAL

The Contractor shall repair and maintain the elevators and escalators to deliver optimum levels of passenger safety, acceleration/deceleration travel speed, ride quality, quiet operation, and visual appearance that the elevators and escalators were designed to provide.

Prior to the date that the contract is signed, the Contractor is responsible for inspecting all elevators and escalators under the contract for any deficiencies and must list any pre-maintenance repairs and list the cost of each work item for every Elevator and Escalator covered by the contract. Any items not listed will be conditions that are deemed to occur after the contract start date.

All supplies, materials, repair parts, replacement parts, equipment, and tools used by the Contractor to perform the maintenance and repair services specified, shall be of the type, quality, and size customarily used within the elevator/ escalator industry. All repair and replacement parts shall be new and procured from the original equipment manufacturer. The Contractor must receive prior written approval from the BAA for any deviation from this requirement in any respect. Any parts requiring repair shall be rebuilt to “as new” condition; any such parts deemed unsuitable by the BAA shall be immediately replaced at the Contractors expense.

Should any repairs or maintenance be outside the scope of service in this RFP, the BAA reserves the right to determine how such repairs shall be managed. For any maintenance and repair services requested by the BAA that is outside the scope of this Contract, the Contractor shall be entitled to the hourly rate detailed in the Cost Proposal.

The Contractor shall provide and pay for all labor, materials, equipment, tools, construction, equipment, machinery, transportation, and services necessary for proper execution and completion of the specified maintenance and repair services, whether temporary or permanent and whether incorporated or intended to be incorporated in the specified maintenance and repair services.

The Contractor shall furnish all necessary materials, labor, tools, parts, equipment, supervision, lubricants, and supplies required to provide preventive maintenance of the entire vertical transportation system.

Except for emergency service, all work shall be performed during normal working hours of regular workdays for the Elevator and Escalator trade. The time of day each Elevator and Escalator is to be shut down for routine maintenance will be scheduled with the BAA representative to minimize disruption.

This service schedule will include monthly and annual inspection & testing, notification, and coordination with the appropriate State Agency. Additionally, the Contractor shall provide twenty-four (24) hours per day, seven (7) days per week, including holidays, three hundred sixty-five (365) days per year, with three hundred sixty-six (366) during leap years, on-call maintenance, and repair service personnel. The Contractor shall make available to the BAA an uninterruptible telephone communication link directly to the Contractor.

The Contractor specifically agrees that it will make no claim that it was authorized to perform any extra work, or make any modifications to the work, in the absence of any written order from the BAA or its authorized representative.

The use of direct sub-contractors for performance of the Contractor's obligations under this Contract shall not be permitted.

The Contractor shall provide online access to an account management system that at minimum allows for the tracking of work orders, preventative maintenance records, quotes, and invoices. This system should also include the capability of requesting service to elevators and escalators. The Contractor shall maintain a complete written record of all emergencies, callback, replacement, preventative maintenance, and work performed.

The Contractor's employees shall always conduct themselves in a professional manner. They shall be required to wear distinctive uniforms while in the public areas of the service site. Should it be reported or observed that the employees are not carrying themselves with the utmost professional conduct while working on BAA property, the Contractor is subject to review and that individual may not be allowed back on BAA property. This decision will be at the sole discretion of the BAA. The Contractor shall check-in with BAA assigned representative.

III. LAWS

All labor and repairs shall meet minimum standards covered by the current American Society of Mechanical Engineers (ASME) A-17/CSA B44 Elevator and Escalator Safety Codes. The Contractor shall

perform periodic testing of the “firefighter’s emergency service” feature in accordance with ANSI A17.1, Rule 1002 g.

All services shall be in full compliance with federal, state, and local regulations and codes. The Contractor shall obtain, at Contractor’s expense, all permits and licenses required by law or ordinance and maintain same in full force and effect throughout the term of the contract. Failure to obtain the necessary permits and licenses as required by law, or if said permits and licenses expire or lapse during the contract period, shall constitute grounds for termination of the contract.

The Contractor will be responsible for scheduling all State inspections, with the prior approval of the BAA. The Contractor will be responsible for all labor and materials required to complete the inspections, including repairing all code violations on all equipment listed within these specifications. The Contractor will be responsible for all current and future requirements mandated by federal, state, and local codes, including those required in accordance with ANSI A17.1 Part 10 and ASME A17.2.3.

The Contractor will make periodic tests and maintenance inspections of all the Elevator and Escalator equipment as required by current applicable safety codes for Elevators and Escalators. Written reports of said tests will be submitted to the BAA and, in the case of running safety tests, prior notification shall be given so that a representative of the BAA may witness such a test. The Contractor shall not be required to install new attachments as may be recommended or required by insurance companies, federal, state, municipal, or governmental authorities, after the date of this contract, unless compensated for such installation.

The Contractor shall conduct all tests and make corrections as required by the above-referenced laws and regulations. The Contractor must include the cost for those items required at the time of this Contract. The Contractor must advise the BAA, in writing, of any additional, new test or correction that is required by the new code authorities and receive the BAA’s authorization to perform the additional work.

The Contractor shall notify the BAA, in writing, of any additional, new test, corrections or other changes in the codes that would affect the elevators or escalators. This shall include a statement of whether the change is required or recommended. The Contractor must receive the BAA’s authorization to perform the additional work.

Should any of the designated elevators or escalators fail State of Alabama Inspections, it will be the responsibility of the Contractor to cover all fees, including re-inspection fees, associated with repairs to bring elevators or escalators up to Inspection standards.

The Contractor will be responsible for all required changes that are current up to 2024, for the year corresponding to the year the equipment was turned over. The Contractor will not be responsible for the cost of bringing equipment to the standard required by new codes or ordinances. However, the Contractor is responsible for the cost to maintain the equipment to the new code.

IV. CONTINUING SERVICES

In the event services end by either contract expiration or termination, it shall be incumbent upon the Contractor to continue the specified maintenance and repair services, if requested by the BAA, until new services can be completely operational. The Contractor acknowledges its responsibility to cooperate fully

with the replacement contractor and the BAA to ensure a smooth and timely transition to the replacement contractor. Such a transitional period shall not extend more than ninety (90) days beyond the expiration date of the contract, or any extension thereof. The Contractor will be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by the BAA.

V. RESPONSE TIMES

For the purposes of this contract, the following response protocol will be required:

Emergency Calls: The contractor must respond to the site of the service call:

Within One (1) Hour:

- On all Entrapments
- Within two (2) hours on all outages to the Elevators for the Airport
- On any outage affecting all the elevators in the parking garages at any one facility.
- Inclusive to 24/7 callbacks.

Routine Calls: The contractor must respond to the site of the service call:

- Within two (2) hours on all outages to the Elevators for the Airport

BAA Personnel making the service call will classify the call as either routine or emergency.

VI. INVENTORY

The Contractor shall always have available any special tools or diagnostic instruments necessary for the Contractor to effectively reprogram and maintain the elevator / escalator system(s) covered under the contract.

The Contractor shall maintain an up-to-date inventory of replacement parts. The inventory list shall include the part number, brief part description, and procurement source; the inventory shall be available for inspection by the BAA or representative, upon request.

If a part is not in current supply, or normal production, the Contractor shall make every effort to promptly fabricate a replacement, and shall notify the BAA in writing, as to the source of supply and anticipated repair completion date.

If the Contractor is unable to procure the materials for the necessary remedial or preventative maintenance Work, the BAA reserves the right to purchase the materials directly from the appropriate manufacturer, and deduct the same amount plus fifteen percent (15%) for liquidated damages from the monthly preventative maintenance invoice or the cost of the remedial work.

VII. ORIGINAL EQUIPMENT MANUFACTURER (OEM)

The Contractor shall maintain all elevators/escalators to original design, conditions, and performance characteristics. During the term of the contract, certain equipment components may become obsolete and new and/or rebuilt OEM parts may not be available. In such instances, Contractor will be responsible for modification of equipment due to obsolete parts, with no current direct replacement and/or manufacturer recommendation; the parts will be replaced to maintain elevators/escalators in its original design and performance characteristics. Modification is subject to BAA approval.

Contractor shall notify BAA of any components that Contractor identifies as obsolete. For any obsolete components, Contractor will provide BAA with a separate quotation for the price to replace obsolete components and the parties shall mutually agree in writing as to the sharing of the costs. Equipment modifications necessary to accommodate replacement of obsolete components will be at the BAA's expense. Components include without limitation any part, component, assembly, product, or firmware or software module. A component is obsolete when it is no longer available from the original equipment manufacturer, not readily available from an industry parts supplier, cannot be economically produced due to the cessation of consistent sources for materials, a loss or termination of a manufacturing process occurs, product reliability analysis shows that it is not economically feasible to continue to produce the component, escalation of component costs beyond acceptable industry expectations drive alternative equipment up-grades, the support of product safety.

VIII. MAINTENANCE REQUIREMENTS

The Contractor shall, always, maintain the operating characteristics of the equipment as originally designed and installed by the Manufacturer; consideration for safety and equipment efficiency are to be observed in complying with the operational standards.

The Contractor shall maintain the elevator and escalator equipment per all Original Equipment Manufacturer (OEM) recommendations and standards.

Contractor shall provide all personnel, supervision, material, tools, and equipment necessary to provide full repair and maintenance services including inspection, adjustments, testing and replacement of parts, as herein specified, for the safe and smooth operation of elevators and escalators; to reduce wear and prolong the useful life of moving parts of elevators and escalators through proper lubrication and preventive maintenance (PM) and repair services on a scheduled and as needed basis at the Birmingham-Shuttlesworth International Airport (the "Airport"). The Contractor shall be responsible for repair/replacement of escalator combs and handrails. The Contractor shall provide a preventative replacement plan for the handrails on a minimum of an annual basis. The plan will include scheduling that will minimize the disruption of service in the Terminal during the replacement.

"Repair" includes repairs caused by acts of vandalism and misuse. Damage caused by others will only be considered payable by the BAA if there is clear evidence such as foreign objects, obvious vandalism, witnesses to damage, or other items that can clearly indicate the damage was caused by other than normal wear and tear.

The Contractor shall maintain the equipment in peak condition including ride and appearance of the entire unit. Units must operate quietly and smoothly with no discernible bumps, jolts, vibrations, or ride imperfections as reasonably determined by the BAA.

The Contractor shall aid in the performance of semi-annual emergency power testing. The BAA will schedule tests during "non-regular business" hours, a minimum of twice per calendar year.

Rated load and no-load testing of elevators covered under this Contract shall be conducted by the Contractor, at his expense, at a frequency dictated by local codes. If the damage or loss due to the safety testing is a result of negligence from the performance of the test, on the part of the Contractor, the Contractor shall be solely responsible for the cost to repair any damage caused. The BAA will coordinate the test schedule with the successful contractor.

The Contractor shall perform yearly evaluations of the equipment performance, including but not limited to, passenger handling capabilities of the system, and current performance compared with optimal design criteria identified as a part of this specification. If the evaluation demonstrates non-compliance with performance standards established in the specification, the Contractor shall perform all adjustments, repairs, or replacements required to achieve acceptable operation. The Contractor shall review the evaluation report with the BAA on an annual basis. The Contractor shall own diagnostic tools with the capability to perform a complete system evaluation and will be expected to use modern diagnostic tools during the performance of regular PM tasks.

The contractor shall replace the handrails on the escalators on an as needed basis. The handrails will also be inspected at least three weeks before each State inspection.

The Contractor shall be responsible for providing an annual schedule for when the above tasks will be performed by the Contractor for approval of the BAA. Failure to follow that provided schedule could be grounds for dismissal if the appropriate notifications are not taken to ensure that the Airport is aware of the change. Communications shall be in writing to the designated Airport personnel, which shall be assigned upon the award of this contract.

Should the BAA request additional inspections, Contractor shall be responsible for all costs of inspections, including all costs associated with opening any elevator or escalator, requested by the BAA that reveal any defect in Contractor's performance under the Contract. Should no defect be discovered, the BAA shall be responsible for actual labor costs associated with the inspection requested by the BAA.

In the event that the equipment maintained under this Contract malfunctions more than once per week per unit, extending for a period of four (4) consecutive weeks, the BAA shall require the Contractor to resolve the malfunction(s) within ten (10) days; if the deficiency cannot be resolved within the ten (10) day period and the equipment has not reached the end of its service life as determined by BAA, the BAA shall have the right to immediately terminate the Contract, and the Contractor shall reimburse the BAA for any costs incurred in acquiring the services of another Contractor to resolve the equipment malfunction(s).

The BAA reserves the right to withhold payment, in whole or in part, which it determines is necessary to protect against loss due to any of the following:

- Defective work.
- Evidence of probable filing of claims by other parties against the BAA, its agent(s), or representative(s) in connection with the contract.
- Failure of the Contractor to pay any subcontractor or supplier.
- Damage to the BAA, its agent(s), or representative(s).

Wiring diagrams, component drawings, listing, record, or any other item shall not be removed from the service site without prior approval of the BAA.

The BAA must approve any elevator / escalator system change, in writing, prior to implementation; all hard wiring changes in circuits must be noted on the wiring diagrams. No additional payment will be made for these changes.

The BAA retains the right to reproduce the "as built/ installed" electrical wiring diagrams and shall retain possession and sole ownership of the drawings in the event the PM Contract is terminated.

Each piece of equipment will receive a minimum of two maintenance visits per month at minimum two (2) hour per escalator and minimum (1) hour per elevator. This is in addition to any other time required to perform testing, inspections, and repair, as specified within this RFP. After the award of the contract, it is expected that the contractor will perform this work on a regular schedule during the same period each month. This timeframe will be coordinated in advance with the BAA.

The Contractor shall submit a checklist for the maintenance of the elevators and escalators in their proposal. The checklist shall include, at a minimum, the requirement to examine, clean, lubricate, adjust, and repair or replace the components monthly. The checklist shall require specific intervals for major items of maintenance. Items such as removing fascia covers, cleaning and lubricating door tracks, checking the operation of interlocks, lubricating pins, etc., shall be scheduled on a regular basis.

All emergency panic devices (i.e. alarm bells, stop buttons, and telephone links to the Communication Center) shall be tested monthly and documented in the maintenance log.

Scheduled preventative maintenance shall include all services required to maintain the equipment at maximum performance and reliability levels. Any other work performed (e.g., repairs to inoperable equipment) will be in addition to the minimum preventative maintenance requirements and will be the Contractor's responsibility.

The interior of the units, pits, pans, machinery, balustrade interiors, shall be cleaned annually or more often if required by inspections. Fire hazards will not be permitted to exist within the equipment.

The preventive maintenance specified herein is considered the minimum for all equipment. If specific equipment covered by the contract requires additional preventive maintenance for safe reliable operation as specified by the manufacturer or by the American National Standard Safety Code for Elevator and Escalators. Contractor shall perform the required additional maintenance without added cost to the BAA.

Items of preventative maintenance to include but not limited to:

A. Elevator and Escalators:

(a) Monthly:

- (1) Check door operation. Clean and lubricate and adjust brakes, linkages, gears, motor, check keys, set screws, contacts, chains and cams.
- (2) Check door closer. Clean adjust and lubricate pivot points, point, sill trips, and checking devices.
- (3) Check selector. Clean, adjust and lubricate brushes, dash pots, traveling cables, chain, pawl magnets, wiring, contacts, relays, tape drive, and broken tape switch.
- (4) Check car. Clean, adjust and lubricate car door and gate tracks, pivots, hangars, car grill, stile channels, side, and top exits.
- (5) Check emergency light, intercom or telephone system and alarm control. Make the needed repairs. Observe operation of signal and dispatching system. Inspect compensating chain hitches, drum buffers, rope clamps, slack cable switch, couplings, keyways, indicator dials, and pulleys. Check load weighing device and dispatching time settings. Clean, adjust and lubricate as necessary.

- (6) Check oil level in car and counterweight oil buffers and add oil as required.
- (7) Check brushes and commutators. Inspect commutators for finish, grooving, eccentricity, and mica level. If required clean, turn, or refinish commutator to provide proper communication. Inspect brushes for tension, seating, and wear, replace and/or adjust as necessary.
- (8) Lubricate guide rails, rollers, and service automatic lubricators.
- (9) Check controller contacts and relays. Visually inspect, check adjustment, and replace contacts as required.
- (10) Check and adjust car ventilation system, car position indicators, hall position indicators and hall and car call buttons.
- (11) Visually inspect and clean governors.

(b) Quarterly:

- (1) Check leveling operation. Clean and adjust leveling switches, hoist way vanes, magnets, and inductors. Repair or replace for proper operation.
- (2) On hoist way doors, clean lubricate and adjust tracks, hangars and eccentrics, linkage gibs, and interlocks.
- (3) Inspect all fasteners and ropes for wear and lubrication. Clean both governor and hoist ropes and lubricate hoist ropes if needed. Inspect all rope hitches and shackles and equalize rope tension.
- (4) Clean, adjust and lubricate car doors or gate tracks, pivots, hangars, car grille and stile channels.
- (5) Inspect hoist reduction gear brake and brake drum, drive sheave and motor, worm, and gear backlash, thrust and end and bearing wear.
- (6) In the car test the alarm bell system. Clean light fixtures. Inspect, clean, and adjust retiring cam device, chain, dashpots, commutators, brushes, cam pivots, and fastenings. Test emergency switch (ground case if necessary). Inspect safety parts, pivots, setscrews, switches, etc. Check adjustments of car and counterweight gibs, shoes or roller guides, lubricate and adjust if necessary.
- (7) In the pit, lubricate compensating sheave and inspect hitches. Inspect governor and tape tension sheave fastenings. Clean and empty oil drip pans. Inspect and test sump pump for satisfactory operation. Inspect the lighting and replace the bulb if fails.
- (8) Clean all parts of safeties and lubricate moving parts to insure their operation. Check and adjust between safety jaws and guide rails. Visually inspect all safety parts.
- (9) Clean and examine governor rope, replace as needed. (Do not lubricate governor rope)

(c) Semi-Annually:

- (1) Clean controller with blower, check alignment of switches, relays, timers, hinge pins, etc. adjust and lubricate. Check resistance of tubes and grids. Check oil level in overload relays, settings, and operation of overloads. Clean and inspect fuses and holders and all controller connections.

- (2) Inspect sheaves to ensure that they are tight on shafts. Sound spokes and rim with a hammer for cracks.
- (3) Examine all hoist ropes for wear, lubrication, length, and tension.
- (4) Replace, lubricate, and adjust as required to meet code requirements.
- (5) In the hoist way examine guide rails, cams, fasteners, and counterweights. Inspect and test limit of terminal switches.
- (6) Clean all overhead beams, sheaves, sills, bottom of platform, car tops, counterweigh and hoist way walls.
- (7) Check damping motor brushes and replace as needed.

(d) Annually:

- (1) Remove, clean, and lubricate brake core on brakes, clean linings, if necessary and inspect for wear. Correct excess wear and adjust.
- (2) Inspect the motor-generator and hoist armatures and rotor clearances. Check motor and MG set connections and lubricate in accordance with manufacturer specifications.
- (3) Thoroughly lean car counterweight guide rails using a non-flammable or high flash point solvent to remove lint, dust, and excess lubricant.
- (4) Drain, flush and re-fill oil reservoirs of each hoisting motor and motor generator.
- (5) Drain and replace hoist gear reduction lubricant.
- (6) Check and re-set, if necessary, all brushes for neutral settings, proper quartering and spacing on commutators.
- (7) Group supervisor control systems, where installed, checked out. The systems dispatching, scheduling and emergency service features shall be tested and adjusted in accordance with the manufacturer recommendations. The contractor shall prove to BAA that the system functions properly. All work is to be completed with minimum inconvenience to building occupants.

B. Traction and or Hydraulic Elevator

(a) Monthly:

- (1) Perform general inspection of machinery, pumps, piping, drive, selectors, or floor controllers when used. Lubricate as required.
- (2) Empty drip pans, discard oil, check reservoir oil level.
- (3) Inspect and lubricate machinery, contacts, linkage, and gearing.
- (4) Clean and inspect controller, selectors, relays, connectors, contacts, etc.
- (5) Ride the car and observe the operation of doors, leveling, re-opening devices, smoothness, rollers, etc.
- (6) If rails are lubricated, check condition and lubrication. Service lubricators.
- (7) Inspect lighting in car, machinery space and pit. Replace burned out bulbs.
- (8) Inspect hallway buttons and floor indicator lights. Replace as needed.
- (9) Remove litter, dust, oil, etc. from all machine room equipment.

- (10) Clean trash from pit and empty drip pans, discard old oil. Examine plunger seals and correct excess leakage.
- (11) Observe the operation of Elevator throughout its entire range and at all floors it serves to test controls, safety devices, leveling, releveling and other devices. If creeping is excessive determine the cause and correct.
- (12) Check door operation, clean lubricate and adjust brake, checks, linkages, gears, wiring, motor, check keys, set screws, contacts, chains and cams.
- (13) Inspect the interior of the car. Test telephone or communication system, normal and emergency lights, fan emergency call system or alarm, miscellaneous hardware, control panel, etc.
- (14) Inspect hoist way and pit. Clean and lubricate equipment as needed, service guide rail lubricators. Inspect and test sump pump for satisfactory operation. Inspect the lighting and replace the bulb if fails.
- (15) Test mechanism. Observe the operation of the motor and pump, oil line, tank, plunger, packing, etc.
- (16) Test manual and emergency control.
- (17) Check oil level in car and counterweight oil buffers, add oil as required.
- (18) Check packing glands of valves and cylinder and tighten to prevent loss of fluid, if necessary.
- (19) Visually inspect controller, contacts, and relays. Check adjustment and replace contacts if necessary.

(b) Quarterly:

- (1) Check leveling position. Clean and adjust leveling switches, hoist way vanes, magnets, and inductors. Repair and/or replace for proper leveling.
- (2) Check hallway doors. Clean lubricate and adjust tracks, hangers and up thrust, eccentrics, linkage gibs, and interlocks.

(c) Semi- Annual:

- (1) Check controllers, clean with blower, check alignment of switches, relays, timers, contacts, hinge pins, etc. adjust and lubricate. Check resistance tubes and grids. Check oil in overload relays, settings, and operation of overloads. Clean and inspect fuses and holders and all controller connections.
- (2) In hoist way, examine guide rails, cams, and fastenings. Inspect and test limit and terminal switches. Check and adjust car shoes, gibs, and roller guides. Adjust or replace as necessary.
- (3) Clean all overhead beams, sills, bottom of platform, car tops and hoist way walls.
- (4) Clean car light fixtures.

(d) Annually:

- (1) Thoroughly clean car and counterweight guide rails using a non-flammable or high flash point solvent to remove lint, dust and excess lubricant.
- (2) Take sample of hydraulic fluid and have tested by a certified laboratory for viscosity, color, contamination foaming or other properties as recommended by the manufacturer. Drain and replace fluid if it fails to meet the manufacturer's specified properties.
- (3) Thoroughly clean mechanism, pit, top and bottom of car etc.

C. Escalators:

(f) Monthly:

- (1) See BAA representative to address any complaints, ride each escalator checking for unusual noise or operation. Inspect comb plates at all landings (broken comb plates are considered normal wear and tear and are the responsibility of Contractor to replace without additional cost to the BAA).
- (2) Check handrail condition, trim, and general condition.
- (3) Remove floor plate at lower end for access to step chains.
- (4) Use spray equipment or paintbrush to lubricate as necessary.
- (5) In sure that any excess lubricant is cleaned up and that oily rags are disposed of properly. Any excess lubricant that appears on the stair treads will be the responsibility of the Contractor to clean.
- (6) Apply lubricant to step wheels (Use sparingly to avoid dripping).
- (7) Run escalator and visually inspect step wheels and chains for proper tension and tracking.
- (8) Check the condition of break Boards.
- (9) Check mainline fuses for heating.
- (10) Check setting of broken chain switch, steps, and skirt safety switches.
- (11) Check operation of emergency stop switch by activating the switch.

(g) Quarterly:

- (1) Clean motor commutators, renew or reseal brushes.
- (2) Check condition of the track, (wear joints, wheel clearances both laterally and vertically).
- (3) Check step chain for wear and lubrication of side bars and pin connector holes.
- (4) Check operation of tension carriage, condition of the track and clearances, lubricate rollers and pivots.
- (5) Check condition and lubrication of main bearings.
- (6) Check tightness of main sprockets on shaft.
- (7) Check setting and wear of tangential and step chain guides, adjust and lubricate as necessary.
- (8) Check handrail chain adjuster and countershaft bearings and sprockets, lubricate as necessary.
- (9) Seal any leaks on motors, gearboxes, etc.
- (10) Clean contactors, check alignment of switches, and operation of overloads.
- (11) Check all other contact equipment.

(12) Check all safety for proper operation.

(h) Annual:

The annual service is to be scheduled in advance with the BAA to minimize the disruption to the tenants and passengers. BAA may elect to have this work performed after hours or on the weekend and the additional cost will be paid by the BAA.

- (1) Remove comb plates and 50% of the steps, check stair welds.
- (2) Check the condition of step rollers and axles.
- (3) Clean truss, incline pan, and underside of steps.
- (4) Clean armature and motor with blower or vacuum.
- (5) Check the armature and rotor clearances.
- (6) Check motor connections and bearings.
- (7) Clean and check fuse holders and contactors and check all controller connections.
- (8) Check all safety devices and tighten all connections, clean, and lubricate as necessary.
- (9) Lubricate intermediate bearing, motor bearing and worn shaft bearing.
- (10) Lubricate pinion gear bearings, ring gear and main shaft bearings.
- (11) Lubricate governor and sheave shaft bearings and sprockets.
- (12) Check and lubricate handrail guide wheels.
- (13) Check surface of handrail tension rollers.
- (14) Check any additional items required by the State of Alabama for the annual inspection.
- (15) After inspection by the State of Alabama re-install steps and comb plates and check entire operation of the escalator.
- (16) Perform the annual step index test and provide a report to the BAA.

IX. WARRANTIES

Contractor warrants that all goods, equipment, material, or services delivered will be new and of good quality, material and workmanship, merchantable and free from all defects, and conform strictly and in all respects to the instructions, specifications, drawings, samples, data, scope of services, and/or other descriptions specified or furnished. This warranty shall survive any inspection, delivery, acceptance, or payment by the BAA of the goods, equipment, material, or services. Contractor represents and warrants that it has full knowledge of the BAA's intended use of the goods, equipment, material, or services provided under this Contract. The foregoing warranties of merchantability and fitness for a particular purpose made by Contractor, together with its service warranties, shall inure to the BAA and its customers and shall be in effect as to all goods, equipment, or material furnished, serviced, repaired, or services rendered for the term of the contract. Neither acceptance nor payment, nor both, shall affect Contractor's obligation under the foregoing warranties or any other warranty, whether express or implied, provided for herein or by law.

X. SECURITY REQUIREMENTS

All persons working within a Restricted Area and the Security Identification Display Area (SIDA) of Birmingham International Airport MUST be under authorized escort or display an airport issued identification badge for unescorted access to any Restricted Area. Any person not under proper escort or in any Restricted Area without an airport issued identification badge is subject to arrest and criminal and/or civil prosecution.

The project will require SIDA badge access. Each badged person may escort fellow personnel in accordance with the SIDA training received during the badging process and as long as all escorted persons are under the direct and immediate control of the person performing escort duties. The badge approval process and all monetary rates are subject to change at any time. Violation of airport rules and regulations regarding airport issued identification and security procedures will result in revocation of the badge and possible criminal and/or civil penalties. Such result will not relieve the Contractor from being in violation of required response times if response times are not met. If the technician or mechanic is absent from work for any reason, the Contractor shall provide a badged replacement.

XI. REPORTING REQUIREMENTS

A “service log” shall be kept in a designated machinery room, or in another agreed upon location, and shall be available for the BAA or representatives’ inspection, upon request. At a minimum, the log shall contain the following information: service tech name, the date, the equipment unit number, the problem discovered, the action taken, the beginning and completion times. The Contractor will also be required to provide to the BAA each month an electronic file (“automated on-line”) containing reports of past call back/or outage events for the BAA’s review.

On a monthly basis, the Contractor shall provide a detailed written report of all calls to each individual piece of equipment. The Contractor shall provide a separate report for each unit serviced. If required, the BAA may ask the Contractor to provide detailed written reports directly after a service call or on-site preventative maintenance visit.

All call-ins and after-hours work will require a service ticket to be filled out and delivered to the BAA at the time of service.

The Contractor’s supervisory personnel shall schedule and hold quarterly meetings with the BAA to discuss scheduling of future work and review of past accomplishments.

Annually, the Contractor shall provide to the BAA’s Project Manager, a report of the inspections conducted, the corrections required, and the work performed on each unit. The Contractor shall include a copy of the tests performed, and documentation of satisfactory operation.

The Contractor’s maintenance books and records shall be subject to review within ten (10) days after written notice by the BAA. The Contractor shall maintain all books and records pertaining to this Contract for a period of not less than two (2) years following the contract term, and any and all extensions.

The Contractor shall utilize a web-based portal or software program in which the BAA shall have full and complete access to the following:

- Tracking of work orders, whether historic or current.
- Tracking of preventative maintenance records and reports.
- Tracking of quotes and invoices.
- Ability to request and/or cancel service based upon an erroneously placed service call by someone not the BAA’s Project Manager.
- Ability to view the status and health of each elevator including historical data on trips.
- Provide a sample, screenshots, or other means to preview the platform proposed.

XII. SAFETY REQUIREMENTS

The Contractor shall take all necessary precautions to keep the premises free of safety hazards, and shall protect all materials, equipment, and completed or partially completed work, from loss and damage, including theft and damage by weather. The Contractor shall correct any damage, or disfigurement, to work or property during PM Service.

- Perform a thorough dry and wet cleaning of the steps mechanically.
- Perform an automated deep cleaning of the steps and risers in 30-90 second cycles per step, depending on the condition of the unit.
- During the automated cleaning cycle, the operator uses tools to remove any dirt or grease in the corners or under the skirt brushes that were missed during the prior cleaning cycles. The operator will also visually check for and remove debris such as gum, loose screws, pebbles, etc. that can damage the escalator.

The Contractor must provide like-new safety barricades for each piece of equipment that is out of service. These barricades must be presentable and provide adequate protection from inadvertent entry.

Fire hazards will not be permitted to exist. Storage of combustible and/ or flammable materials shall be held to a minimum; such materials must be kept in approved safety containers and must be stored by the Contractor before the end of each workday in an approved location as coordinated with the BAA.

XIII. ESCALATOR AND ESCALATOR CLEANING REQUIREMENTS

Below are the minimum requirements for a detailed cleaning of the escalators covered by the contract. This service will be in addition to the monthly service charge and will be based on the per cleaning price. A BAA representative will schedule the cleanings as the various facilities will have different cleaning needs.

All cleaning solutions and mechanical devices have been specially formulated, designed and tested to prevent damage to the escalator.

Elevator and Escalator machines, machine rooms, car tops, hoist ways and pits, trusses need regular cleaning. Controllers, selectors, generators, and brake core should be cleaned as part of the routine maintenance.

XIV. MISCELLANEOUS – These are standard terms subject to change by the BAA prior to the award of the contract.

(1) PROPOSER'S FINANCIAL OBLIGATION TO THE BAA. No bid may be accepted, or contract awarded to any person, firm or corporation that is in arrears or in default to the BAA, or that is a defaulter of surety or otherwise upon any obligation to the BAA or has failed to perform faithfully any previous contract with the BAA.

(2) PROPOSER'S INCURRED COSTS. Each proposer shall be responsible for all costs incurred in preparing a response to this RFP. All materials and documents submitted by the proposer in response to this RFP shall become the property of the BAA and shall not be returned. Respondents selected for further negotiations, as well as the proposer ultimately selected to enter into a contractual agreement with the BAA, shall be responsible for all costs incurred by it during negotiations.

(3) BILLING: All goods or services must be billed to THE Birmingham Airport Authority and at prices not exceeding those stated on the Purchase Order. If prices or terms do not agree with quotation, notify the BAA, Division of Procurement, immediately.

(4) INVOICE: All invoices must be sent via email to e address shown on the Purchase Order. Each Purchase Order must be invoiced separately. Invoices for partial shipments will be accepted; final invoice must indicate completion of order.

(5) CASH DISCOUNTS: All cash discount terms will be effective from the date of actual receipt and acceptance of the items purchased, or from receipt of the correct and acceptable invoice, whichever is later.

(6) PAYMENTS: With the award of the contract, the successful vendor(s) will be required to receive their payment(s) electronically via a virtual credit card by BAA's contracted provider effective 01/01/2019. All fees associated with acceptance of the payment will be the responsibility of the vendor.

(7) F.O.B.: Destination (BAA of Birmingham, Alabama) with delivery to the specified Department at the specified street address. NO COLLECT FREIGHT SHIPMENTS WILL BE ACCEPTED. All quotations are solicited on a delivered price basis. When, in rare instances, the BAA accepts a quotation not including all shipping charges, your claim for reimbursement must be itemized on the invoice and supported with a copy of the original freight bill.

(8) TAXES: The BAA is exempt from payment of Federal excise taxes and State retail sales taxes.

(9) DELIVERIES: All deliveries on this order must be in full accordance with specifications, properly identified with the Purchase Order number, and must not exceed the quantities specified.

[Remainder of Page Left Blank]

Appendix B

Insurance Requirements

The Selected Contractor shall procure, at its expense, and always keep in full force and effect during the term of this Agreement, the types and amounts of insurance specified in Exhibit B: "BAA Contractor Insurance Requirements" which is attached hereto and incorporated by reference herein.

The specified insurance shall include and insure Birmingham Airport Authority, City of Birmingham, Alabama and their respective directors, council members, agents and employees, including, with limits, the OAR and the Engineer and the other named consultants, their officers, agents and employees as additional insured's (with the exception of Worker's Compensation and Professional Liability), against the areas of risk associated with the Services as described in this RFP with respect to Contractor's operations, acts or omissions in the performance of this Agreement, its operations, use and occupancy of the Airport, and other related functions performed by or on behalf of Contractor in, on or about Airport, which the Contractor may be legally liable, whether such operations be by the Contractor, or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose act any of them may be liable.

A copy of the Contractor's current insurance certificate, verifying the Contractor's insurance coverage, must be submitted upon execution of the Agreement and prior to commencement of the Work. The minimum required insurance coverage is not intended to, and shall not in any manner, limit or reduce liabilities and obligations assumed by the Contractor, its agents, employees, or any Subcontractor. Contractor shall furnish the insurance coverages outlined in Exhibit B: "BAA Contractor Insurance Requirements" either through existing policies or by virtue of a specific project policy, with deductible limits acceptable to the Authority.

Certificates of Insurance shall be filed with the Owner prior to commencement of the Work on a Certificate of Insurance form, or Certificates, policies, or endorsements acceptable to the Owner. If such insurance coverages are required to remain in force after Final Payment, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment by the Contractor. Information concerning reduction or cancellation of coverage shall be immediately furnished by the Contractor to the Owner.

All such insurance shall be primary and non-contributing with any other insurance held by Authority where liability arises out of or results from the acts or omissions of Contractor, its agents, employees, officers, assigns or any person or entity acting for or on behalf of Contractor. Such policies shall also include a Waiver of Subrogation and provide the Owner with at least thirty (30) days prior written notice of any cancellation or non-renewal thereof. Such policies may provide for reasonable deductibles and/or retentions acceptable to the Authority based upon the nature of Contractor's operations and the type of insurance involved.

Coverage, whether written on an occurrence or claims made basis, shall be maintained without interruption from date of commencement of the Work until date of Final Payment and termination of any coverage required to be maintained after Final Payment. If such insurance coverage is required to remain in force after Final Payment, an additional certificate evidencing continuation of such coverage shall be

submitted with the final Application for Payment by the Contractor. If the Contractor's coverage is written on a claims-made basis, the Contractor shall also provide tail coverage to include claims made after the completion of the Work for the Completed Operations coverage for the required statute of repose.

Each specified insurance policy (other than Worker's Compensation and Employers' Liability and fire and extended coverage's) shall contain a Severability of Interest (Cross Liability) clause which states, "It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom a claim is made or suit is brought except with respect to the limits of the company's liability," and a Contractual Endorsement which shall state, "Such insurance as is afforded by this policy shall also apply to liability assumed by the insured under insured's Agreement with the Authority."

At least ten (10) days prior to the expiration date of the above policies, documentation showing that the insurance coverage has been renewed or extended shall be filed with Authority. If such coverage is canceled or reduced, Contractor shall, within fifteen (15) days of such cancellation or reduction of coverage, file with Authority evidence that the required insurance has been reinstated or provided through another insurance company or companies. In the event Contractor fails to furnish Authority with evidence of insurance and maintain the insurance as required, Authority upon ten (10) days prior written notice to comply, may, but shall not be required to, procure such insurance at the cost and expense of Contractor, and Contractor agrees to promptly reimburse Authority for the cost thereof. Payment shall be made within thirty (30) days of the invoice date.

Contractor shall provide proof of all required insurance and related requirements to the Authority either by production of the actual insurance policy(ies); or a Certificate of Insurance in a form acceptable to the Authority. The documents evidencing all required coverage shall be filed with Authority prior to Contractor performing Services or occupying the Airport. The documents shall contain (i) the applicable policy number, (ii) the inclusive dates of policy coverage's, (iii) the insurance carrier's name, address and telephone number, (iv) shall bear an original signature of an authorized representative of said carrier, and (v) shall provide that such insurance shall not be subject to cancellation, reduction in coverage, or nonrenewal except after written notice by certified mail, return receipt requested, to the Authority at least thirty (30) days prior to the effective date thereof. Information concerning reduction or cancellation of coverage shall be immediately furnished by the Contractor to Owner. The owner reserves the right to submit to it, upon request, all pertinent information about the agent, broker, and carrier providing such insurance.

Authority and Contractor agree that the insurance policy limits specified herein shall be reviewed for adequacy annually throughout the term of this Agreement by the Authority who may, thereafter, require Contractor, on thirty (30) days prior written notice, to adjust the amounts of insurance coverage to whatever reasonable amount said Authority deems to be adequate.

All insurance policies shall be written in a company or companies lawfully authorized to do business in Alabama and are required to have a minimum A.M. Best financial rating of A minus, 8 (A-, VIII).

If Contractor has Subcontractor performing any work, the Subcontractor is subject to the same insurance requirements outlined in this section and on Exhibit B: BAA Contractor's Insurance Requirements.

Contractor is also advised of the statutory immunity of negligence applicable to the owner and its directors, which is contained in Article 2, Chapter 3 of Title 4 Section 4-30-50 of the Code of Alabama, 1975.

BAA CONTRACTOR INSURANCE REQUIREMENTS

It is highly recommended that each Bidder request that its current insurance broker/agent review the insurance requirements in this Contract before completing and submitting a Bid, so each Bidder will be aware of any additional cost that may be incurred to meet the Owner's insurance requirements for this Contract. No such additional costs shall be part of the Bid price, and the Contractor shall be responsible for paying the same.

All such insurance policies shall provide that coverage is primary and non-contributory, includes waiver of subrogation and provides the Owner at least thirty (30) days prior written notice of any cancellations or modification thereof. The Owner shall be named as an additional insured on all policies except Workers' Compensation and the Professional Liability/E&O policies.

Additional Insureds shall read: Birmingham Airport Authority, City of Birmingham, Alabama and their respective directors, council members, agents, and employees.

Please note that separate limits may be required if RFP requires work be performed "Airside" vs "non-Airside" as outlined on the attached Exhibit B.

Contractor shall at all times during the term of this Agreement maintain, at its own expense, the following minimum levels, and types of insurance (see next page):

BAA COMPANY INSURANCE REQUIREMENTS

COMPANY PROVIDED INSURANCE FOR NON-AIRSIDE PROJECT COVERAGE

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Worker's Compensation	Statutory
Employee's Liability	\$1,000,000 Each Accident

\$1,000,000 Disease – Policy Limit
\$1,000,000 per Employee

Requirements:

1. Voluntary Compensation Endorsement
2. Waiver of Subrogation

General Liability

\$1,000,000 each occurrence
\$2,000,000 General Aggregate
\$2,000,000 Completed Operations/Products Aggregate
\$2,000,000 Personal Injury
\$5,000 Medical Payments

Requirements:

1. XCU Perils Coverage
2. Completed Operations Extended 3 Years
3. Broad Form Property Damage
4. Fellow Employee Coverage
5. Primary & Non-Contributory
6. Waiver of Subrogation
7. 30 Days' Notice of Cancellation to Certificate Holder
8. CG2010 and CG2037 Endorsements
9. Contractual Liability applicable to Contractor's indemnification obligations

Business Automobile

\$2,000,000 per occurrence combined limit for bodily injury liability and property damage

Requirements:

1. Covers owned, non-owned and hired autos
2. Primary & Non-Contributory
3. Waiver of Subrogation
4. 30 Days' Notice of Cancellation to Certificate Holder

Umbrella

\$5,000,000

Builder's Risk Policy

Amount of Project

1. **Requirement:** Contractor provide coverage for Contractor's equipment on the job site and all construction material and equipment which is schedule for the Work but has not been delivered to the Job Site
2. Coverage shall insure interest of Owner and Contractor
3. Provide Replacement Cost
4. Event of Loss, proceeds of any claim shall be paid to the Owner who shall apportion the proceeds between the Owner and the Contractor as their interest may appear
5. Coverage includes flood and earth movement
6. Per Project Aggregate

Pollution Policy	\$1,000,000 (<i>Depending on project</i>)
Professional Liability	\$1,000,000 (<i>Depending on project</i>)

Exhibit C

NONDISCRIMINATION REQUIREMENTS

Federal Aviation Administration Required Provisions

- A. **Civil Rights – General.** Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Contractor transfers its obligation to another, the transferee is obligated in the same manner as Contractor.

This provision obligates Contractor for the period during which the BAA remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

- B. **Civil Rights – Title VI Assurances – Compliance with Nondiscrimination Requirements.**

1. **Compliance with Regulations:** Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of Contractor's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the BAA or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish the information, Contractor will so certify to the BAA or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of Contractor's noncompliance with the non-discrimination provisions of this contract, the BAA will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding payments to Contractor under the Agreement until Contractor complies; and/or

(b) Cancelling, terminating or suspending the Agreement, in whole or in part.

6. **Incorporation of Provisions:** Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Contractor will take action with respect to any subcontract or procurement as the BAA or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, BAA may request the Contractor to enter into any litigation to protect the interests of the BAA. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.
7. **Civil Rights – Title VI Clauses for Use/Access to Real Property.** Contractor for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Airport, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Contractor will use the premises in compliance with all other requirements imposed by or pursuant to the List of Pertinent Nondiscrimination Acts And Authorities in Paragraph C below.

In the event of breach of any of the above nondiscrimination covenants, the BAA will have the right to terminate the Agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Agreement had never been made or issued.

- C. **Title VI List of Pertinent Nondiscrimination Acts and Authorities.** During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
 1. **Title VI of the Civil Rights Act of 1964** (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
 2. **49 CFR part 21** (Non-discrimination in Federally-assisted programs of the Department of Transportation — Effectuation of Title VI of the Civil Rights Act of 1964);
 3. **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970** (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 4. **Section 504 of the Rehabilitation Act of 1973** (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 5. **The Age Discrimination Act of 1975**, as amended (42 USC § 6101 *et seq.*), (prohibits discrimination on the basis of age);
 6. **Airport and Airway Improvement Act of 1982** (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7. **The Civil Rights Restoration Act of 1987** (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 8. **Titles II and III of the Americans with Disabilities Act of 1990**, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
 9. **The Federal Aviation Administration’s Nondiscrimination statute** (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 10. **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations**, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 11. **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency**, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 12. **Title IX of the Education Amendments of 1972**, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).
- D. **DBE.** Contractor acknowledges that the provisions of 49 CFR, Part 23, Disadvantaged Business Enterprises ("DBE"), as such regulations may be amended, and such other similar regulations as may be enacted, may be applicable to the activities of Contractor at the Airport, unless exempted by said regulations, and by choosing to operate at the Airport, Contractor shall be deemed to have agreed to comply with the regulatory agencies, in reference thereto. These requirements may include, but not be limited to, compliance with DBE participation goals, the keeping of certain records of good faith compliance efforts, which would be subject to review by the various agencies, the submission of various reports and, if so directed, the contracting of specified percentages of goods and services contracts to DBEs.