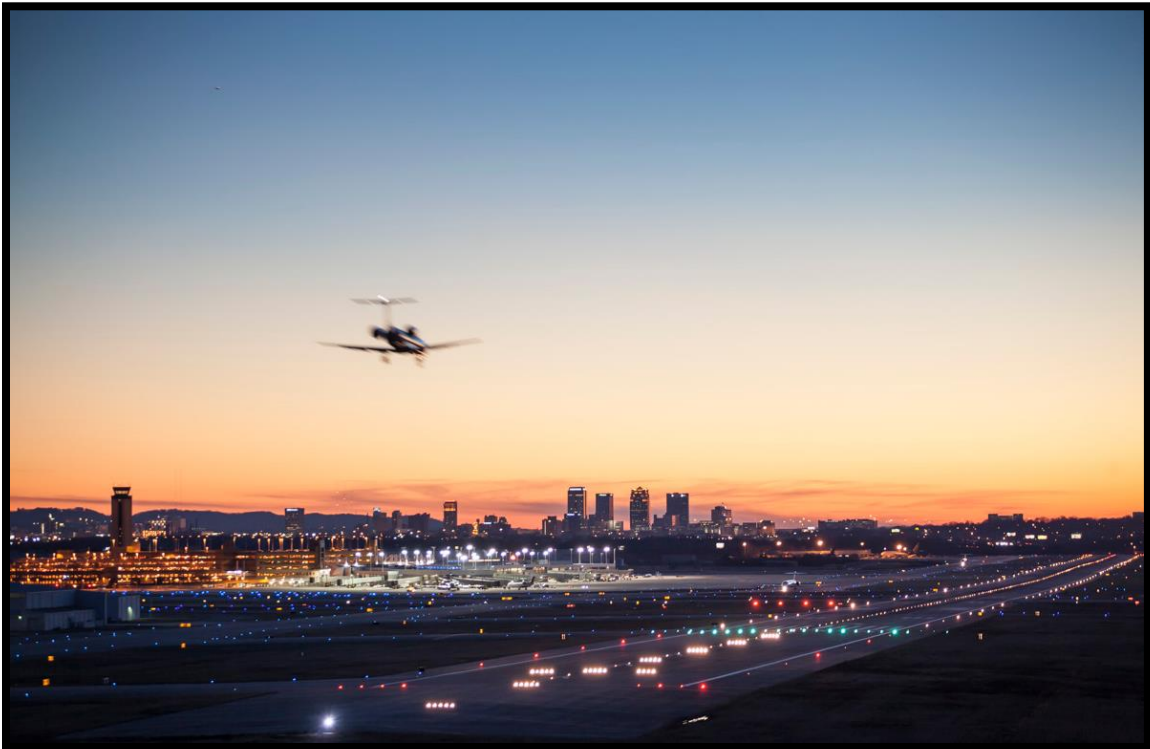


Request for Proposal (RFP) Public Announcement System



**Birmingham Airport Authority
Closing Date**

I. Introduction

A. Project Description

The Birmingham Airport Authority (“BAA” or “Authority”) is requesting proposals (RFP) for a new Public Announcement System (PA) at the Birmingham Shuttleworth International Airport.

The goal of this procurement effort is to enter into a contract with the best-valued Contractor to supply and install a new Public Announcement System as described in this RFP.

B. Proposed Scope of Work

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

C. Term of Agreement

The term of the agreement resulting from this solicitation is 6 Months.

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) Purchasing Department at eseoane@flybhm.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 representatives 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 the 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 to 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 the materials and workmanship on all materials and/or 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. BAA has a MBE/WBE participation goal for the scope of work associated with this RFP of three percent (3%) the "MBE/WBE Participation Goal").
- ii. **Small Business Enterprise Goal:** The BAA has a one percent (1%) Small Business Participation Goal.
- iii. **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.
- iv. **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.
- v. **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.

- vi. **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.
- vii. **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.
- viii. **Badging Requirements and Fees; Other Expenses:** In order to perform Services on-site in secured areas of BAA's facilities, Company personnel are required to undergo a background check and obtain a BAA badge allowing them access to such areas. On completion of the Services, Company personnel are required to turn their badges in to BAA's security department. Failure to return a badge on completion of Services will result in a fine in the amount of \$500. Company is responsible for paying all badging fees and all fines for badges not returned after the Services are completed. In connection with the provision of Services, Company may incur expenses to BAA or BAA may be charged for expenses of Company. Company will pay or reimburse BAA for such expenses within thirty (30) days after the date of the invoice. If BAA owes Company any fees on completion of the Services and any badging fees, fines or other expenses owed by Company are then due and payable, BAA will have the right to deduct and offset the badging fees, fines and other expenses from the fees then owed to Company. If the amount due to BAA exceeds the amount of fees due to Company or there are no fees then due to Company, BAA will invoice and Company will pay the badging fees, fines and other expenses incurred within thirty (30) days after the date of the invoice. Failure to pay all badging fees, fines and other expenses in full may prevent Company from competing for future contracting opportunities with BAA.

- ix.
- x. **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 highest ranked Contractor based solely upon submittals if sufficient information is included in the project proposal. In such case and as described in Section IV.D. below, BAA will create a final ranking based on the criteria listed in this RFP to determine the highest ranked consultant and engage in negotiations for each project.

B. 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@flybm.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.

C. 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. **Contractor Overview and Capability to Perform All Aspects of the Scope of Work:** 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. **Recent Contractor Experience in Performing Similar Services:** Discuss relevant services completed at other Airports 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.
- iii. **Proposed Scope of Work and Approach to Performing the Services:** Proposed Equipment, specifications/Capacity, and Warranty. Lead time for equipment. 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 design, safety, and phasing plan. Proposed schedule to complete this work. Nighttime work is available. 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.
- iv. **MBE/WBE Participation:** Provide a detailed breakdown of any MBE/WBE firms that will be utilized throughout the scope of work. Submit the MBE/WBE Subcontractor Participation Plan or Good Faith Effort form to meet the 3% Minority Business Participation Goal.
- v. **Cost Proposal:** Provide the proposed cost to complete the scope of work on an annual basis in a lump sum format. Payment terms.

D. 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 capability to perform all aspects of the scope of work.
- ii. Contractor's proposed approach to the services at BHM
- iii. Contractor's recent experience in performing similar services.
- iv. Contractor's commitment to the DBE Participation Goal
- v. Contractor's proposed cost

E. **Tentative RFP Timeline**

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

RFP Posted	6/17/2025
Mandatory Pre-Submittal Meeting	7/10/2025
Mandatory Site Visit	7/10/2025
Deadline for Proposal Questions/Clarifications	7/16/2025
Proposal Deadline	7/23/2025
Contractor Recommendations / Master Service Agreement Date	August/September

F. **Mandatory Pre-Submittal Meeting and Site Visit**

A **mandatory** pre-submittal meeting is scheduled for **July 10, 2025** (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 **immediately after pre-submittal meeting**. All attendees who plan to attend the meeting must RSVP to Jordan Howard at jhoward@flybhm.com by close of business July 9, 2025.

Appendix A

Scope of Service and Requirements

Exhibit A

Proposed Scope of Work:

BHM is seeking bids to provide design, system implementation, maintenance, and service for an IP based PA System. The Respondent shall be responsible for supplying all software, hardware and installation services defined within this document.

Requirements

1. Replacement of existing PA system headend, including servers, software, amplifiers, and any other necessary hardware required for a complete and fully functioning PA system headend.
 - a. PA system controllers/DSPs/other essential headend hardware
 - b. Server(s) located in existing PA cabinet or in BAA's virtual VMware server environment. Virtual servers are preferred.
 - c. PA system software and software installation/configuration
2. Test and verify location, functionality and delivered audio quality including delivered sound pressure levels and qualitative assessment of all paging zones and speakers prior to installation, providing a pre-construction report including zone locations with functionality of speakers within each zone, and sub-proposal to resolve any functionality issues discovered.
 - a. Repair/replace speakers as necessary
 - b. Repair/replace cabling as necessary
3. Replace existing Ambient Noise Sensors and integrate with new headend, working with the Airport to make sure all zones deliver the appropriate level of sound, including paging, messaging, and background music.
4. Replace all existing paging stations.
5. Review Paging Zones with Airport staff to confirm adequate paging zones fit our needs
6. Provide onsite training of new PA system software and hardware and include documentation that can be distributed to users of the system so minimal training is required.
7. Test all components of new PA system for functionality and Airport acceptability before cutover.

8. Transition of the existing PA system. Cutting over of system components and paging zones must be coordinated with Airport staff and should occur during off-peak hours to ensure flight operations are not impacted, unless specified by Airport representative.

a. Provide on-site technicians to assist with technical issues that may arise immediately following the cut-over, as well as to assist with user operational training where needed.

9. Provide as-built drawings and system specs of new PA system.

- Drawings must be in both .PDF and .DWG form
- Ensure all hardware and cabling are properly labelled

Performance Requirements:

- Speech transmissions index (STI) minimum 0.65 throughout the entire terminal
- Delivered audio corrected for ambient noise level +10dB
- Total Latency for live messaging will be less than 10 milliseconds

System Requirements:

- Support Live Voice Paging
- Support Paging Zone Selection
- Support Scheduled playback of pre-recorded messages as well as easy management of said messages
- Support Remote Paging abilities
- Should be able to integrate with FIDS
- Support of Visual Paging in compliance with ADA
- Delivery of low-level background music, interfacing with our third-party music provider
- Ability to mute certain zones on-demand
- IP-based components including, but not limited to, microphone stations, amplifiers, and speakers
- Live voiced messages attempting to be delivered to a zone currently delivering another message will be automatically recorded and placed in queue to be delivered once the paging zone becomes available
- Distribution to existing 70/100v JBL speakers
- Ambient noise sensing with dynamic volume control

- Designed to run in a 24/7, enterprise environment

Warranty:

Three years of warranty.

CURRENT CONFIGURATION DETAILS

The Airport's current system is a Peavy – MediaMarix system design with Peavy amps, analog MediaMatrix paging stations, and JBL speakers.

ITEM	CURRENT
Amplifiers	14 x 8-channel
Mic Stations	49
Zones	47
Speakers	?

6 Ticket Counter PA Units

19 Gate PA units

17 Jetway Wall Mounted PAs

4 Baggage Claim Office units

3 units in misc. areas: Info Desk, Ops, Server Room(for testing)

EXHIBIT B - INSURANCE REQUIREMENTS

Company shall procure, at its expense, and keep in full force and effect at all times during the term of this Agreement, the types and amounts of insurance specified below: "BAA Company 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 A: "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 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.

Coverages, 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 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. 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 invoice date.

Company shall provide proof of all required insurance and related requirements to 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's 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. Owner reserves the right to have submitted 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 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 A: 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.

Indemnification: The Contractor hereby agrees to indemnify, defend and hold Owner, its agents, employees and designees ("Indemnities") harmless from all losses, claims, liabilities, injuries, damages and expenses, including attorney's fees, that the Indemnities may incur by reason of any injury or damage sustained to any person or property (including, but not limited to, any one or more of the Indemnities) arising out of or resulting from, in whole or part, the negligent performance, or lack of performance, by Contractor of its duties and obligations under or pursuant to this Agreement and Amendments.

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:	<ol style="list-style-type: none">1. Voluntary Compensation Endorsement2. 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:	<ol style="list-style-type: none">1. XCU Perils Coverage2. Completed Operations Extended 3 Years3. Broad Form Property Damage4. Fellow Employee Coverage5. Primary & Non-Contributory6. Waiver of Subrogation7. 30 Days Notice of Cancellation to Certificate Holder8. CG2010 and CG2037 Endorsements9. 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:	<ol style="list-style-type: none">1. Covers owned, non-owned and hired autos2. Primary & Non-Contributory3. Waiver of Subrogation4. 30 Days Notice of Cancellation to Certificate Holder
Umbrella	\$5,000,000
Builder's Risk Policy	Amount of Project <ol style="list-style-type: none">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 Site2. Coverage shall insure interest of Owner and Contractor3. Provide Replacement Cost4. 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 appear5. 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>



DIV-2
RQ# _____

MBE/WBE SUBCONTRACTOR PARTICIPATION PLAN

(A) TOTAL AMOUNT OF OVERALL CONTRACT BID/PROPOSAL \$ _____

BUSINESS NAME OF PRIME BIDDER _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

TELEPHONE () _____ E-MAIL _____

PRIME FIRM OWNED BY: Non-MBE/WBE/ SBE ☐ MBE MINORITY BUSINESS ENTERPRISE ☐ WBE WOMEN BUSINESS ENTERPRISE ☐

(B) AMOUNT TO BE SUBCONTRACTED TO MBE/WBE (PLEASE CIRCLE ONE): \$ _____ PERCENT OF TOTAL OVERALL CONTRACT BID [(B)/(A)]: _____ %

SCOPE OF WORK PROVIDED BY MBE/WBE: _____

PRIME BIDDER'S NAME _____ TITLE _____
(TYPE OR PRINT)

PRIME BIDDER'S SIGNATURE _____
(DATE OF SIGNATURE)

MBE/WBE SUBCONTRACTOR TO BE UTILIZED
(MUST BE REGISTERED WITH THE BIRMINGHAM AIRPORT AUTHORITY (BAA))

NAME OF SUBCONTRACTOR _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

TELEPHONE AREA CODE () _____
☐ SMALL BUSINESS ☐ MINORITY BUSINESS ☐ WOMEN BUSINESS
SBE MBE WBE

*******NOTE: MUST BE A BAA REGISTERED MBE/WBE *******

THE UNDERSIGNED HERewith AGREES TO SUBCONTRACT WITH THE ABOVE-NAMED BIDDER FOR THE ABOVE SAID SERVICE(S) OR SUPPLY(IES) TO BE FURNISHED TO THE BAA.

SUBCONTRACTOR'S NAME _____ TITLE _____
(TYPE OR PRINT)

SUBCONTRACTOR'S SIGNATURE _____ (DATE OF SIGNATURE)

GOOD FAITH EFFORT

(Must be submitted with bids/proposals NOT meeting the MBE/WBE goals or requesting full or partial waiver)

Pursuant to the requirements for bidders under the MBE/WBE Program, and in consideration of the privilege to submit bids/proposals funded, in whole or in part, by the Birmingham Airport Authority (BAA),

I/We, (_____), (_____) of (_____)
Name(s) of Person(s) Signing Below Title(s) Company Name

attest that I/We have exercised the following good faith efforts in addition to my/our regular and customary solicitation process: (Check ALL that apply and complete as indicated)

- ☐ I/We are requesting a FULL/PARTIAL WAIVER of the MBE ☐ WBE ☐ Participation Goal for the following reason(s): _____

- ☐ I/We have contacted BAA or website to obtain a list of MBE/WBEs appropriate to the bid/proposal.
- ☐ I/We delivered written notice to available registered MBE/WBEs for each potential subcontracting or supply category in the contract AND all potential subcontractors or vendors which requested information on the contract. **(MUST SUBMIT/ATTACH PROOF)**
- ☐ I/We have provided all potential subcontractors or vendors with adequate information as to plans, specifications, relevant terms and conditions of the contract, bonding requirements, and the last date and time for receipt of price quotations. **(MUST SUBMIT/ATTACH PROOF)**
- ☐ I/We have attended the pre-bid/proposal conference.
- ☐ I/We have **provided a written explanation for rejection of any potential** MBE/WBE subcontractor or vendor to BAA. When the MBE/WBE subcontractor rejection is due to unreasonably high pricing, I/We have provided supporting documentation.
- ☐ I/We have actively solicited, through sending letters, emails or initiating personal contact, MBE/WBEs in all feasible and appropriate categories providing subcontracting opportunities for the contract under consideration. **(MUST SUBMIT/ATTACH PROOF)**
- ☐ I/We have utilized the services of available community organizations and associations, contractors' groups, and trade associations known to publicize contracting and procurement opportunities, for the purpose of obtaining assistance in the contacting and recruitment of MBE/WBEs for the Birmingham Airport Authority (BAA) contract under consideration. **(MUST SUBMIT/ATTACH PROOF)**
- ☐ I/We have conducted discussions with interested MBE/WBEs in good faith and provided the same willingness to assist MBE/WBEs as has been extended to any other similarly situated subcontractor.
- ☐ I/We have taken steps to ensure that all labor supervisors, superintendents, and other on-site supervisory personnel are aware of and carry out the obligation to maintain a non-discriminatory work environment, free of harassment, intimidation and coercion at all construction sites, offices and other facilities to which employees are assigned to work

If applicable, identify all MBE/WBEs contacted to participate that declined or were not chosen:

1. _____
Name of Subcontractor/Vendor Address Phone

Name of Contact Date of Offer to Participate Bid Amount Date Offer Declined

Reasons Given for Declining _____

2. _____
Name of Subcontractor/Vendor Address Phone

Name of Contact Date of Offer to Participate Bid Amount Date Offer Declined

Reasons Given for Declining _____

3. _____
Name of Subcontractor/Vendor Address Phone

Name of Contact Date of Offer to Participate Bid Amount Date Offer Declined

Reasons Given for Declining _____

(Make additional copies to extend list of MBE/WBE contacts if needed)

I/We affix my/our signature to this document to attest that I/We have exercised the above-indicated Good Faith Efforts to promote MBE/WBE participation on the Bid/Proposal and Contract under consideration and to comply fully with the provisions of the Birmingham Airport Authority (BAA) MBE/WBE Program.

Printed/Typed Name of Company Official

Date

Signature (Must be Original)

Title of Company Official

Full Company Name

Mailing Address

Area Code/ Phone Number

City, State, Zip

Notary Public

My Commission Expires

PLEASE NOTE: **Failure to properly complete** and submit DIV-1, DIV-2, and DIV-3 (if applicable) will result in bids/proposals being ruled **non-responsive**.

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