



# REQUEST FOR PROPOSAL

## Airport Management Software



Birmingham Airport Authority  
5900 Airport Highway  
Birmingham, AL 35212

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## 1. Introduction

### 1.1. Opportunity

The Birmingham-Shuttlesworth International Airport (BHM) is looking for a software platform that can modernize its documentation, record keeping, and incident management processes. This also includes consolidating multiple processes onto one platform. This system will need to incorporate the ability to digitize physical forms and documents from the Airport Operations Department as well as be usable on PCs, mobile devices, and tablets. This solution shall satisfy FAA Part 139 Inspection and Safety Management System (SMS) requirements. In addition, the software must consolidate our current incident management and record keeping processes.

This RFP outlines the prerequisites, selection process, and documentation necessary to submit a proposal for the Airport Management Software opportunity and vendor recommended support levels. It is strongly recommended that you review the entire document prior to submitting a proposal. The proposal must include all criteria described throughout this RFP to be considered responsive and eligible for award.

Copies of the RFP can be obtained by visiting the Airport's Website at <https://www.flybirmingham.com/request-for-bid/> or by request via email to [eseaone@flybhm.com](mailto:eseaone@flybhm.com).

### 1.2. Background

Established in 1931, the Birmingham Airport has been welcoming travelers to the Magic City and serving as Central Alabama's gateway to the sky for more than 85 years. Governed by the Birmingham Airport Authority since its establishment in 1986, the Airport has evolved into a catalyst for growth and economic development for the entire Birmingham region. As the state's largest airport in terms of passenger traffic, the Airport hosts four airlines with service connecting Birmingham globally, with as little as one stop. Over 3 million passengers in 2019 chose the Airport to reach their desired destinations.

### 1.3. General Description of Services

The purpose of this RFP is to award a contract for Airport Management Software in accordance with the criteria contained within this RFP. Vendors who select to propose an alternate solution, must also submit a separate primary proposal that closely adheres to the RFP criteria, in order for any alternate proposed solution to be considered and evaluated by the Authority. The scope of work shall include, but not be limited to, the requirements listed in Attachment A. The proper must be

committed to delivering the highest level of professional services, offering an ease of use of Airport Management Software, and training for Authority staff. This is an essential component of this project. The successful proposer shall provide, without limitation, all labor, equipment, supplies, and materials required to provide the minimum services detailed in this RFP.

#### 1.4. Contractor Qualifications

Each proposer shall, at the time a proposal is submitted, furnish the Authority with satisfactory evidence of its competency to provide the Services. Such evidence of competency, unless otherwise specified, shall consist of statements covering the proposer's experience. In addition, the proposer must meet the following minimum qualifications:

- A. Have not less than five (5) years of experience in providing and the development of services for Airport Management Software.
- B. Must be able to provide proof of the skill, experience, and financial backing necessary to provide the requested Services.
- C. Provide satisfactory evidence that it can meet or exceed every minimum standard stipulated in this RFP.

#### 1.5. Accuracy of RFP and Related Documents

Each proposer is responsible for evaluating all information provided by the Authority in connection with this RFP. The Authority makes no representations or warranties regarding any information presented in this RFP or made available during the RFP process, including necessary addenda, and assumes no responsibility for conclusions drawn or interpretations made by the proposer from such information. The Authority is not required to provide explanations or interpretations of any documents or information regarding this RFP other than those provided by an addendum. Proposers shall not rely on any oral statements by the Authority, its advisors or consultants.

If a proposer identifies potential errors or omissions in this RFP or any related documents, the proposer should notify the Authority of any such potential discrepancy in writing. If the Authority determines a clarification is necessary, a written addendum will be issued.

#### 1.6. Authority's Rights and Options

For any action affecting this RFP, the RFP process, or the Services subject to this RFP that would be in the best interest of the Authority, the Authority reserves the right, at its sole discretion to:

- D. Add, delete and/or negotiate with a proposer, an agreement containing different and/or additional items or terms without reference to other proposers or proposals.
- E. Disqualify a proposer in the event that, in the sole discretion of the Authority, its proposal does not contain sufficient information to permit a thorough analysis.
- F. Verify the validity of the information supplied and reject any proposal where the contents appear to be incorrect or inaccurate in the Authority's estimation.
- G. Accept proposals in whole or in part.
- H. Cancel this RFP without award or compensation to proposers, their officers, directors, employees or agents.
- I. Reject any and all proposals.
- J. Accept the proposal(s) which, in the sole opinion of the Authority, is (are) deemed the most advantageous to the Authority.
- K. Request any other information it requires to evaluate the submissions. Failure to provide the information requested may result in the proposal being disqualified.

#### 1.7. Proposal Preparation Expenses

All costs or expenses incurred by a proposer in the preparation of a proposal for this RFP is the sole responsibility of the proposer. The Authority will not pay any fees to or reimburse expenses incurred by any proposers or their agents. This includes costs and expenses related to the proposal submission, submission of questions, evaluation interviews (if required), contract negotiations, or additional activities required for contract execution.

#### 1.8. Proposal Conditions

The following terms are applicable to this RFP and the proposer's proposal.

##### **A. RFP is Not an Offer**

**This RFP does not commit the Authority to enter into a contract with any proposer. The Authority will not be obligated to enter into a binding contract, to negotiate with any proposer, or to undertake any other action as a result of the issuance of this RFP unless the Authority determines that executing a contract with a proposer or taking any other action is in its best interest.**

##### **B. Amendments to RFP**

Proposers are required to acknowledge receipt of this RFP and each addendum by including the Acknowledgement of Addenda Form (Form 1) with their proposal. If the Authority amends this RFP, addenda will be posted to the Authority Website at <https://www.flybirmingham.com/request-for-bid/>

C. Proposal Terms and Conditions – Firm and Fixed

A proposer's signed proposal shall be considered firm on the part of the proposer. The Authority reserves the right to negotiate price and other terms as may be necessary. All proposal elements (including all statements, declarations, prices, and specifications) shall be considered firm and fixed for the purpose of contract negotiations unless specifically waived by the Authority in writing. The successful proposer should be prepared to have its proposal and any relevant correspondence incorporated into the contract, either in part or its entirety.

D. Proposal Validity Period

All responsive proposals shall be considered valid for a period of 180 days from the proposal deadline date. Proposals received by the deadline shall be subject to the applicable laws and regulations governing public disclosure and considered part of the public record of this RFP. The Proposal Submission Form (Form 2) contains a statement regarding the validity period for proposals and must be signed by an individual authorized to bind the proposer. All prices quoted shall be firm and fixed for the full contract period.

E. Subcontracting

The successful proposer who is awarded a contract shall be the prime Contractor and shall be solely responsible for contractual performance of the Services. The Authority reserves the right to approve any subcontractors. In the event the Contractor enters into a subcontract with an approved third-party to perform part of the Services, the Contractor shall be primarily liable for the performance of any portion of the Services performed by any and all subcontractors.

F. Civil Rights Assurances

Each proposer acknowledges and agrees that during the performance of any agreement entered into with the Authority pursuant to this RFP (the "Agreement"), the successful Contractor will be required to agree as follows:

1. Compliance with Regulations.

The Contractor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which will be incorporated by reference and made a part of the Agreement.

2. Nondiscrimination.

The Contractor, with regard to the Services performed by it during the term of the Agreement, shall not discriminate on the grounds of race, color or national origin, in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including practices when the Agreement covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontractors, Including Procurement of Materials and Equipment.

In any solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the Agreement and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

4. Information and Reports.

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority or the FAA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Authority or the FAA as appropriate and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance.

In the event of the Contractor's noncompliance with the nondiscrimination provisions of the Agreement, the Authority shall impose such contract sanctions, as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Contractor under the Agreement until the Contractor complies, and/or
- b. Cancellation, termination, or suspension of the Agreement, in whole or in part.

6. Incorporation of Provisions.

The Contractor shall include the provisions of paragraphs 1 through 5 above in every approved subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Authority to enter into such litigation to protect the interests of the Authority and, in addition, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

G. Disadvantaged Business Enterprise (DBE) Assurances

Each proposer acknowledges and agrees that during the performance of any Agreement entered into with the Authority pursuant to this RFP, the successful Contractor will be required to agree as follows:

1. Policy.

It is the policy of the Authority that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole, in part, or without federal funds. The Authority encourages all Disadvantaged Business Enterprises (DBE) to participate. The Authority's overall annual goal for DBE participation in its projects is 15%. This represents 12% race conscious and 3 % race neutral. The proposer agrees to ensure that DBEs and other small businesses, as defined in 49 CFR Part 26, have the



maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with or without federal funds.

#### H. Public Record, Trade Secrets and Proprietary Data

Proposers may designate those portions of their proposal that contain trade secrets and proprietary data which are confidential. The Authority will examine any such request to designate portions of proposals as confidential and determine the validity of such request prior to entering negotiations with a prospective proposer.

#### I. Kickbacks

Proposers seeking to do business with the Authority are prohibited from offering or providing any type of payment or other form of consideration if it is intended to reward, influence, or give the appearance of rewarding or influencing the Authority, its employees, or Board Members with respect to employment of a proposer.

By submitting a response to this RFP, each proposer certifies that neither it, nor any of its affiliates, employees or subcontractors, has attempted to offer any type of payment or influence on the Authority, its employees, or Board Members in any way.

#### J. Exceptions to the RFP

Other than any exceptions expressly set forth by a proposer in Form 6, Exceptions to the RFP, each proposer in submitting a response to this RFP agrees to comply with all terms, conditions, specifications, and requirements of this RFP and/or Master Services Agreement. All exceptions taken must be identified and explained in writing in your proposal and specifically reference the relevant section(s) of this RFP to which the proposer is taking exception. If an alternate solution is provided by a proposer when taking an exception to a requirement of this RFP and/or Master Services Agreement, the benefits and impact of the alternative solution must be described in detail. An exception is defined as the proposer's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP including.

#### K. Proposer's Responsibility

Each proposer shall assume sole responsibility for meeting all requirements stipulated in this RFP. Proposers or their representatives are responsible for

informing themselves as to all conditions, requirements, and specifications of this RFP prior to submitting a proposal.

#### L. Debarment and Suspension

By submitting a proposal, each proposer certifies, as further described in the Debarment, Suspension, Ineligibility, and Voluntary Exclusion Form (Form 5), to the best of its knowledge and belief, that proposer and/or any of its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for contract award by the Authority.

## 2. Procurement Process

### 2.1. RFP Schedule

The following table outlines the events and deadlines in the schedule for this RFP.

| <b>Milestones</b>                  | <b>Date</b>                |
|------------------------------------|----------------------------|
| Advertisement date                 | 02/29/24                   |
| <b>Proposal Period</b>             | <b>Feb 2024 - Apr 2024</b> |
| RFP Release Date                   | 2/29/24                    |
| RFP Pre-proposal (Virtual only)    | 3/12/2024 at 2:00 pm CST   |
| Deadline for Questions             | 3/22/24                    |
| Response to Questions              | 3/26/24                    |
| Proposal Due Date & Time           | 4/12/2024 at 2:00 pm CST   |
| Proposal Evaluation                | April 2024                 |
| Interviews & Demo's with Finalists | TBD                        |
| Proposal Selection                 | April 2024                 |
| Proposal Recommendation            | April 2024                 |
| Contract Negotiations              | April 2024                 |
| Board Recommendation Date          | May 2024                   |
| <b>Implementation</b>              | <b>May-June 2024</b>       |
| Training & Configuration           | June 2024                  |
| Final Testing & Acceptance Date    | June 2024                  |

|                              |            |
|------------------------------|------------|
| <b>Software Go-Live Date</b> | <b>TBD</b> |
|------------------------------|------------|

2.2. Pre-Proposal Meeting:

The Pre-proposal Meeting will be held via ZOOM with the following login information:  
Topic: RFP Airport Management Software Time: March 12, 2024, at 2:00 PM Central Time US

Join Zoom Meeting

<https://us06web.zoom.us/j/87919306247?pwd=u8TMbAmfO8eW7YGa4chPS8zacrY2Sd.1&from=addon>

Meeting ID: 879 1930 6247

Passcode: 428764

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One tap mobile

+13052241968,,87919306247# US

+13092053325,,87919306247# US

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Dial by your location

- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 646 931 3860 US
- +1 929 205 6099 US (New York)
- +1 301 715 8592 US (Washington DC)
- +1 669 900 6833 US (San Jose)
- +1 689 278 1000 US
- +1 719 359 4580 US
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 669 444 9171 US

Meeting ID: 879 1930 6247

Find your local number: <https://us06web.zoom.us/j/8121212121>

### 2.3. Point of Contact, Interpretations and Addenda

If a proposer requires an interpretation about this RFP and desires to ask a question, the proposer can submit a question in writing to the Authority's point of contact at the email address listed below. Proposers should refrain from contacting Authority staff or Board members other than the point of contact below prior to the proposal award. Failure to comply with this requirement may disqualify proposer's proposal from review.

Attn: Ed A. Seoane  
Vice President, Purchasing  
Birmingham Airport Authority  
Email: [eseoane@flybhm.com](mailto:eseoane@flybhm.com)

Questions submitted regarding this RFP will be answered. The Authority will provide a summary of all questions and answer via an addendum to this RFP. The addendum will form part of the RFP package and will be posted online on the Airport's Website. When submitting a question, please reference the RFP page and section number. Inquiries not submitted following this procedure may not be addressed. **The deadline for questions is Friday, March 22, 2024, at 2 PM Centra Time.**

### 2.4. Submission of Proposals

Each proposer seeking consideration must submit a proposal. All proposals shall be submitted as a PDF via electronic submission to [eseoane@flybhm.com](mailto:eseoane@flybhm.com). The Authority's email system has a 25 MB limit for incoming e-mail message sizes (25 MB includes e-mail itself and any attachments total). Should your company's proposal document exceed this limit, please submit your proposal with a link to a drop box or similar platform for the Authority to access your proposal. Your company may also submit its document in multiple parts (emails). Should the proposal document require multiple emails, please designate in the "Subject" line of each email sent: RFP Airport Management Software, Part 2, and so forth. Proposers are encouraged to send their RFP submittals via email services using the SSL-Secure Socket Layer SMTP protocol, rather than using the SMTP-Simple Mail Transfer Protocol on TCP- Transmission Control Port 25.

Only emailed PDF proposals in the described format will be accepted. Proposals being submitted electronically must be in the described format stated in Section 4.0.

It is the sole responsibility of the proposer to ensure proposals are delivered to the Authority by the Submission Deadline. All responsive proposals shall become the property of the Authority and must be provided without cost to the Authority. Proposals will not be accepted after the Submission Deadline. All proposals received after the Submission Deadline will be returned unopened.

The Birmingham Airport Authority reserves the right to extend the Submission Deadline and the RFP schedule set forth in Section 2.1. All such changes or clarifications will be distributed to all registered proposers in the form of addenda.

#### 2.5. Correction of Errors

If a proposer needs to correct its proposal prior to the Submission Deadline, the individual authorized to contractually bind the proposer must initial any corrections made. Proposers agree that in the event of any obvious errors, the Authority reserves the right to waive such errors, but is not obligated under any circumstance to do so.

#### 2.6. Evaluation Process

As part of the evaluation process, the Authority's evaluation committee may engage in discussions with one or more proposers. Discussions might be held for the purpose of seeking additional information about a proposer's qualifications, to learn about a proposer's proposed method of performance, or answer questions the committee may have about a proposer's proposal. Such discussions might be required in order to facilitate arriving at a contract that is satisfactory to the Authority.

#### 2.7. Consent to Investigate

The selection of a proposer will be based on a thorough investigation of the proposals submitted in response to this RFP. As part of the selection process, the Authority may request that proposers provide additional information, including without limitation, financial records, certified bank statements or other company records relevant to the evaluation committee's review of the proposals. By submitting a proposal, each proposer consents to any investigation the Authority deems necessary.

#### 2.8. Contract Award Process

After the evaluation committee has completed the evaluation process, the apparent successful proposer will be notified of the Authority's intent to award a contract. All unsuccessful proposers will be notified at the same time through a notice to unsuccessful proposers. Upon notice, the successful proposal shall provide and executed copy of the Master Service Agreement to the Authority. No contract shall be valid unless fully executed by the Authority.

### 3. Proposal Content and Instructions

#### 3.1. Proposal Format

The Authority requires all proposals to be identical in format in order to facilitate a streamline review and evaluation process. Proposals are limited to 30 pages (including any marketing materials) and should be printed using 8.5" x 11" format with all standard text no smaller than eleven (11) point font. The cover letter and required forms are not included in the total page count. Each proposer's proposal should be in the format described below:

- A. Cover Letter
- B. Airport Management Software Solution
- C. Acknowledgement of Addenda, **Form 1**
- D. Proposal Submission Form, **Form 2**
- E. Pricing Sheet, **Form 3**  
Project References, **Form 4**
- F. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, **Form 5**
- G. Exceptions to the RFP, **Form 6**

#### 3.2. Proposal Response Requirements

Failure to comply with these instructions may result in the Authority's determining that a proposer's proposal is non-responsive and removed from further consideration and evaluation.

##### A. Cover Letter

The proposal must include a cover letter attesting to the accuracy of the information provided in the proposal, signed by an individual authorized to legally bind the company proposer if awarded a contract. The cover letter shall:

1. Provide the name, address, telephone number of the company,
2. Provide the name and contact information for the RFP Point of Contact,
3. Provide the name, title, address, email address, of the individual with authority to contract with the Authority.
4. Describe the Proposer's skill, knowledge, and experience with setting up solutions and providing fixed asset technology for governmental clients.
5. Include a statement of approach to the work, understand the project's goals and objectives, and demonstrate understanding of the project's potential problems and concerns.

6. Provide the name, title, address, telephone, and email of the individual to whom all future correspondence and/or communications with this project will be directed.

## B. Airport Management Software Solution

Provide a detailed description about how your proposed software solution meets with the Authority's goals for each component of the Scope of Work in Attachment A. Also provide:

1. Examples of workflows and standard reports
2. Examples of training manuals
3. Explanation of any requirements the solution cannot satisfy
4. Description of optional modules and/or services that may improve the Authority's management of tenant agreements, invoicing and receiving
5. Management Approach
  - a. Provide a description of the proposed project team structure and internal controls to be used during the project, including subcontractors. Provide an organizational chart of the Proposer indicating lines of authority for personnel involved in the performance of this staff's potential contract and relationships to other programs or functions of the Firm.
  - b. Describe how the proposed project team will ensure Quality Assurance both in the performance of the product, service delivery, and implementation and conversion processes.
  - c. Describe the implementation plan, including major tasks/milestones, the step involved, and estimated timelines, including major milestones for tasks and subtasks, dates, and both Firm and customer resources including:
    - I. System Installation configuration
    - II. Data Loading and Conversion
    - III. Training (A sample of training materials & documentation should be included or reference via Table of Contents or hyperlink to training materials)
    - IV. Test planning and execution
    - V. System user interface layout design and support
    - VI. System roll-out, procedures, and support
6. Sample License Agreement
7. Sample Annual Maintenance Agreement

### C. Required Forms

Complete, in detail, and submit all proposal forms listed in this section.

### D. Exceptions to the RFP

If exceptions are not identified in your proposal, they may not be considered during negotiations. Accordingly, each proposer must state specifically in its proposal any exceptions to the RFP, or any such exceptions will be waived. Any proposed additional terms or conditions must also be included in the proposal.

## 4. Proposal Evaluation Criteria

Proposals will be evaluated based on the proposer's ability to best meet the performance requirements of this RFP as determined by the Authority. This section provides a description of the evaluation criteria that will be used to evaluate the proposals. 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.

Proposals will be assessed to determine the most comprehensive, competitive and best value solution for the Authority based on, but not limited to, the criteria below. The Authority reserves the right to modify the evaluation criteria or waive portions thereof. Proposals will be evaluated on the following criteria:

- A. Solution capabilities;
- B. Qualifications and experience of the company providing similar services for similar projects;
- C. Implementation schedule;
- D. Fee schedule; and
- E. Proposal responsiveness, readability, and overall relevance of proposal package.

An evaluation committee will review all proposals for compliance for the intent and purpose of recommending award to a single contractor. The evaluation committee's responsibilities will include conducting independent technical evaluations of each responsive proposal based on the criteria described above. Evaluations will focus on identifying strengths, weaknesses, deficiencies and risk associated with each proposal. The Authority reserves the right to seek clarifications or additional information from any or all proposers about their proposal.



The Authority reserves the right, in its sole discretion, to select the most qualified company based on the best overall value that is most advantageous to the Authority. All proposers who submit responsive proposals will be notified of the selection results.

| RFP Criteria  | Points |
|---|--------|
| Solutions and capabilities  | 25     |
| Quality of company's work as evidenced by past similar successful projects of scale and scope and other supporting materials. | 25     |
| Implementation schedule, ability to meet deadlines, good communication skills, and abilities supported by references.         | 15     |
| Fee Schedule. Understanding of project requirements and budgetary constraints.  | 25     |
| Proposal responsiveness, readability, and overall relevance of proposal package   | 10     |
| Total   | 100    |

Demonstrated experience and success with projects of a similar scale and scope

#### 4.1. Insurance Requirements

The successful Contractor shall, at its sole cost, obtain and maintain for the duration of the contract, insurance of the following types with limits not less than those set forth herein with insurance companies that have A.M. Best rating of A-, VIII or better. All insurance obtained for the purposes of performing work on this project shall be primary and non-contributory, include waiver of subrogation, provide 30 days' notice of cancellation or nonrenewal. Each policy with the exception of the Workers' Compensation coverage shall name the Authority, its directors, officers, and employees as additional insured.

##### A. Commercial General Liability Insurance

The minimum limits for the duration of this contract shall be as follows:

8. \$1,000,000 each occurrence for bodily injury and property damage combined
9. \$1,000,000 each occurrence for personal and advertising injury
10. \$2,000,000 annual general aggregate
11. 2,000,000 products and completed operations aggregate

##### B. Worker's Compensation and Employer's Liability Insurance

Including occupational illness or disease coverage, to meet statutory requirements of coverage with a minimum limit of \$1,000,000 per accident and, for bodily injury by disease, \$1,000,000 per employee.

C. Automobile Liability Insurance

Maintain automobile liability insurance for all owned, non-owned and hired automobiles with a minimum combined single limit of liability for bodily injury and property damage of \$1,000,000 per occurrence.

D. Technology Errors & Omissions Insurance / Information Security and/or Cyber Liability Insurance

The Contractor will be required to maintain and keep current technology errors and omissions insurance in an amount not less than \$2,000,000 for each claim for damages caused by any negligent act, error or omission by the Contractor, or of any other person retained or engaged by the Contractor for the performance of services in a professional capacity. Such policy shall provide coverage for claims for breach response costs including notification, credit monitoring, ID theft, restoration, public relations, call center services, forensic investigation and other related expenses, as well for claims, damages, fines, penalties and other expenses for actual or alleged violations of privacy or network security, cybercrime, and violations of the PCI DSS and related penalties including the wrongful collection of, use, processing, storage or disposal of non-public information and/or regulatory investigations associated therewith.

E. Indemnity

The Contractor will agree in the contract that it releases, indemnifies, defends and holds harmless the Authority, the City of Birmingham, and their respective present and future Board of Directors, officers, servants, agents and employees and assigns from and against any and all liabilities, damages, claims, losses, suits, fines, theft, demands, penalties and actions of every kind and description (including any and all attorneys' fees, costs and expenses related to the defense thereof) to the extent caused by, arising out of or resulting from the negligent acts or omissions of the Contractor, its directors, officers, employees, subcontractors and agents in connection with the performance of this contract.

F. Waiver of Subrogation

The Contractor will be fully and solely responsible for any physical loss or damage to all personal property utilized in the performance of the Contractor's work. The Contractor will agree to waive its rights of recovery and cause its insurers to waive their rights of subrogation against the Authority for any such damage or loss, howsoever caused. The Contractor shall include the Authority, the City of Birmingham, and their respective present and future Board of Directors, officers, servants, agents, employees and assigns as additional insured by including the following statement on its insurance certificate:

*"Birmingham Airport Authority, the City of Birmingham, and their respective present and future Board of Directors, officers, servants, agents, employees and assigns are named as additional insureds."*

G. Entirety of Contract

The Contractor will be required to provide the same types and levels of insurance identified above for each year that the contract remains in effect. The Contractor shall deliver to the Authority a certificate of this insurance coverage at the time the contract is executed and each subsequent period of performance.

The certificate shall unconditionally provide that the requisite coverages shall not be terminated or adversely modified or not renewed until Authority has received thirty (30) day written notice thereof. In the event that an insurance carrier should terminate or adversely modify or not renew the above coverage, Contractor shall immediately contract with another insurance carrier to provide requisite coverage and shall insure that there is no gap or reduction in coverage and shall immediately deliver to Authority a replacement certificate. The coverage shall be written through an admitted carrier in the State of Alabama.

## **ATTACHMENT A**

### **SCOPE OF WORK**

The Birmingham-Shuttlesworth International Airport (BHM) is looking for a software platform that can modernize its documentation, record keeping, and incident management processes. This also includes consolidating multiple processes onto one platform. This system will need to incorporate the ability to digitize physical forms and documents from the Airport Operations Department as well as be usable on PCs, mobile devices, and tablets. This solution shall satisfy FAA Part 139 Inspection and Safety Management System (SMS) requirements. In addition, the software must consolidate our current incident management and record keeping processes

Required processes must include, but are not limited to:

- FAR Part 139 Inspections
- Work Order Management
- Safety Management Systems (SMS)
- Incident Management Systems
- Safety Infraction / Citation Systems
- Records Management System
- Fueling Inspection Management
- Wildlife Hazard Management
- Executive Notifications / Reports
- Daily Incident Response / Records Management

#### Integration

The selected software system must be installed on multiple workstations and mobile devices. The system must be capable of retrieving data from third party platforms for distribution or display purposes (NOTAMS, Website data, weather, etc.).

## Installation and Training

Software must be installed by the vendor on all workstations and mobile devices. The BHM IT team will oversee the installation and assist with system management. The selected vendor is required to administer training upon completion of installation.

## Functional Requirements

- FAR Part 139 Requirements

Provide airfield inspection tools that assist with remaining in compliance with FAR Part 139.201 and 139.327.

- o Inspection Forms

- o Airfield Map

- o Lighting and Signage placement GIS

- o Record Keeping

- Work Order Management

- o Must integrate with the FAR 139 WO platform

- o Consolidate both Part 139 and facility work orders

- Safety Management Systems (SMS)

- o Track safety incidents and accidents

- o Communicate with required stakeholders on safety related issues

- o Stakeholder safety reporting feature

- o Management of SMS documentation

- Incident Management System

- o Resource tracking

- o Initiate and distribute incident/accident reports

- o Input CCTV footage into incident reports

- o Send scheduled notifications
- o Log ICS Forms
  
- Safety Infraction/ Citation System
  - o Management of safety/security violations
  - o Automated notifications of infractions
  - o Maintain safety reports to be utilized for SMS reporting
  - o Track personnel infractions with a point system
  - o Input airport badge office data (C-Cure 9000) for badge holder information
  
- Records Management System
  - o Consolidate operations records
  - o Digitize physical forms
  
- Fueling Inspection Management
  - o Generate fuel inspection forms
  - o Maintain fuel inspection records
  - o Maintain fueling asset management
  
- Wildlife Hazard Management
  - o Maintain Wildlife Hazard Management Plan
  - o Maintain Wildlife Hazard Assessments
  - o Record wildlife strikes
  - o Record wildlife survey data
  
- Executive Notifications / Reports
  - o Scheduled executive notifications

- o Scheduled executive reports
- o Ability to have a standardized format
  
- Daily Incident Response / Records Management
  - o Maintain incident records
  - o Maintain incident reports

**SOFTWARE AND TECHNICAL SPECIFICATIONS REQUIREMENTS**

Software solution providers submitting in response to this RFP must meet the following requirements listed below. The Birmingham Airport Authority expects that annual support will include all updates, enhancements, license, and training to the proposed solution. In the proposal, please indicate whether your software solution will meet these requirements and give a written narrative detailing how your solution meets each requirement.

|     | Yes or No | Software and Technical Requirements  |
|-----|-----------|--|
| 1.  |           | Complete, automated, supported, and comprehensive software that will consolidate multiple processes onto one platform including record keeping, incident management processes, Far Part 139 Inspections, Work Order Management, Safety Management system, safety infraction/citation system, Fueling inspection management, wildlife hazard management, executive notifications/reports. |
| 2.  |           | Successful software solution implementation includes data conversion from Excel, installation, configuration. if applicable, testing of the software and hardware on the Birmingham Airport Authority computer network.  |
| 3.  |           | Training of Authority staff to include end-user and technical level training sufficient for the Authority to operate within the Airport Management Software efficiently independently of the Software Provider.  |
| 4.  |           | Provide a summary of the proposed applicable technology security, including but not limited to data encryption (both in-transit and at rest), intrusion detection, system audits, and server certificates must be utilized and issued from a trusted third- party certificate authority.   |
| 5.  |           | Provide an overview of the audit trail capabilities, authorization levels, management of IDs and passwords, etc.   |
| 6.  |           | Discuss methodology for backup and recovery, and any storage capacity, and retention or archive restrictions. The vendor must provide the necessary system and applicable data backups and disaster recovery procedures necessary to maintain the agreed-upon service levels and data retention requirements.  |
| 7.  |           | Provide a list of compatible browsers that includes version options and denote if there are any special “plug-ins” (Java, Flash, etc.) required. Please note the Authority reserves the right to stipulate the required internet browser.  |
| 8.  |           | Describe compatibility needs with various devices, including but not limited to: PC’s, Laptops, Tablets, Smartphones, etc.   |
| 9.  |           | Reports: Describe what types of reports are available through your firm, including but not limited to, generation capabilities by the client and statistical capacity, the export of data, charts, and tables to other applications, and access to create and run ad-hoc reports.  |
| 10. |           | Will there be a need for additional hardware to run any of the applications or receive data?   |
| 11. |           | Physical Environment: Describe your disaster recovery measures, if the Authority’s application is hosted by in a vendor owned data center.   |
| 12. |           | Support and Maintenance: Describe the available support and maintenance, and all associated costs.   |



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| 13. | Records Management: Records shall be retained as described by Alabama law Ala. Code 1975, 41-13-21 and in accordance with the Authority's record retention requirements. Daily, Weekly, Monthly backups.  |
| 14. | Upon expiration of the agreement and/or services provided, all Authority records and data shall be provided at no additional cost in a useable format (Excel, CSV, etc.). Describe the method or manner in which the data would be provided to the Authority.   |
| 15. | The selling or use of Authority data or data generated by the services provided is strictly prohibited unless expressly otherwise stated and enumerated within an agreement.  |
| 16. | Vendor staff, including subcontractors, may be required to complete a criminal security background check before accessing any Authority's data system and/or secured areas of the facility and submit an individual SIDA badge authorization request form indicating the reason for access and duration for each individual requiring access.               |
| 17. | Vendor staff must adhere to all Authority information and technical policies and procedures. It is the vendor's responsibility to obtain an acceptable understanding and comprehension of the technical policies and procedures to perform at the level of service required.  |
| 18. | No work is to be performed or assigned to any affiliates, partners, or subcontractors without the Authority's prior written consent.  |
| 19. | Third-party vendors employed by the vendor will not have access to any Authority data or applications without prior written approval by the Birmingham Airport Authority.   |
| 20. | Based on the data being processed and/or stored, the vendor will be required to adhere to City, State, and Federal regulations and industry standards   |
| 21. | All security breaches that expose data identified as private or sensitive must be reported within 2 hours of the incident along with steps to fully resolve and limit any issues directly or indirectly resulting from the breach incident(s).  |
| 22. | Vendors will be responsible for full restoration, recovery, and repair of any damages attributable to any security breaches of their product or services provided. In addition, vendors must maintain insurance in an amount deemed sufficient by the Authority for full restoration and repair of any damages attributable to any such security breach(s). |
| 23. | The provided service, system, and/or application must have the capability to extract data promptly to respond to all Public Information requests.   |
| 24. | The vendor must provide detailed installation, configuration, and removal instructions of all software and/or hardware requiring installation or access to Authority-owned equipment and/or premises.   |
| 25. | It is required that all products and services provided, including data processing, storage, and retrieval of any data, must comply with and be governed by the United States of America's applicable laws and provisions.   |
| 26. | Geographical locations of services and corresponding network hardware that either stores or transmits Authority data must be provided and approved by the Authority.  |
| 27. | Industry-standard Intrusion detection software and safeguards against cyber-attacks must be implemented and approved by the Authority, such as but not limited to event activity monitoring and re-captcha software solutions that deter and/or detect automated distributed denial of service (DDOS) and hacking attempts.                                 |

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| 28. |  | Any standard software, including operating systems, must be at or above the current versions installed and supported by the Birmingham Airport Authority.                    |
| 29. |  | Is your organization SOC 1, SOC 2, or SOC 3 certified? If so, please list the frequency of the certification process and the auditor's name and your most recent audit date. |

**B. FUNCTIONALITY REQUIREMENTS**

The Authority is looking for the following functionality within the Airport Management Software software. In the proposal, please indicate whether your software solution will meet these requirements and give a written narrative detailing how your solution meets each requirement.

| <b>Business Functionality Requirements</b> |           |   |
|--|-----------|---|
|  | Yes or No | User Interfacing  |
| 10.  |           | Provide an online help feature.   |
| 11.  |           | Ability to configure and support drop-down menus to reduce human input error.   |
| 12.  |           | Allow the use of a wildcard, keyword, and multi-field search of records.  |
| 13.  |           | Allow the creation and use of customized categories and/or fields for reporting and tracking.   |
| 14.  |           | Interface with work order management, safety management system, incident management system, safety infraction/citation system, fueling inspection system, records management system, fueling inspection management, wildlife management, daily incident response /records management. |
| 15.  |           | Support access from mobile devices through an application(s) and/or a responsive website design.  |

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| 30. |  | Export data into a pre-formatted spreadsheet.   |
| 31. |  | Enforcement of internal controls for financial reporting.   |
| 32. |  | Provide role-based access functionality, which can restrict access to specific lease groupings.   |
| 33. |  | Ability to create and configure workflows to require approvals before a lease is initiated.   |
| 34. |  | Ability to capture who/what and when of events that occur and produce an audit trail.   |
| 35. |  | Allow links to be established between supporting documents or attachments.  |
| 36. |  | Ability to associate tenant lease space on CAD drawing, scaled PDF floorplans or support geospatial information system graphical location data for Ease of Management of large area properties.<br>Building Space management - preferred, interface with CAD/GIS Geospatial Information System software |
| 37. |  | Provide for forecasting of lease revenue analysis.  |
| 38. |  | Provide for accounts receivable functions within the Airport Management Software and the ability to accept debit, credit card or ACH payments for the same via a PCI complainant web portal   |

**ATTACHMENT B**

**CONTRACT**

**MASTER SERVICES AGREEMENT**

This Master Service Agreement ("Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date") by and between the BIRMINGHAM AIRPORT AUTHORITY, a public corporation organized under the laws of the State of Alabama ("BAA"), with an address of 5900 Airport Highway, Birmingham, Alabama 35212; Telephone (205) 595-0533; and \_\_\_\_\_, a corporation d/b/a in \_\_\_\_\_ as \_\_\_\_\_ ("Contractor") with an address of Attention: \_\_\_\_\_; Street Number and Address: \_\_\_\_\_, City, State, Zip \_\_\_\_\_; Email: \_\_\_\_\_; Telephone: \_\_\_\_\_.

**RECITALS:**

WHEREAS, BAA operates the Birmingham-Shuttlesworth International Airport in Birmingham, Jefferson County, Alabama ("Airport") and desires to obtain from a qualified contractor the services more specifically described in Section 4 and Exhibit A attached hereto and incorporated herein by reference (the "Services"); and

WHEREAS, Contractor is qualified to and desires to provide the Services to BAA, and BAA has agreed to hire the Contractor to provide the Services on the terms set forth in this Agreement;

NOW THEREFORE, for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge and agree, the parties hereby agree as follows:

1. Recitals. The Recitals set forth above are incorporated into and made an integral part of this Agreement.
2. Authorization. The BAA Chief Executive Officer ("CEO") reported on the selection of the Contractor for provision of the Services on \_\_\_\_\_, 20\_\_\_, at the meeting of the BAA Board of Directors (the "Board").
3. Agreement Administrator: The Board has duly authorized the CEO to enter into this Agreement on behalf of the BAA.
4. Scope of Services; Scope of Work: BAA hires and retains the Contractor to provide, and Contractor agrees to provide, the **AIRPORT MANAGEMENT SOFTWARE** and other related maintenance and support services as described and specifically set forth in the scope of work attached hereto as Exhibit A and made a part hereof (the "Scope of Work"). Exhibit A contains (a) a detailed description and scope of the Services to be performed by Contractor including the obligations required of Contractor in connection

with the Services, (b) a description of any deliverables to be produced by Contractor, (c) a schedule for completion of the Services, (d) any and all fees applicable to the Services and to be paid to Contractor for such Services and a payment schedule therefor, and (e) such additional information as BAA may require. The Services performed hereunder shall be subject to all of the terms and conditions of this Agreement. The pre-printed language below the total price in Exhibit A is hereby deleted and is not a part of this Agreement.

Contractor shall perform the Services described in this Agreement and in Exhibit A in conformity with generally accepted industry standards and in compliance with all applicable federal, state and local laws, rules, and regulations. Contractor shall perform the Services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Services. To the extent that any re-performance or correction of Services is required as a result of the negligence, error, omission, inconsistency, or untimeliness of Contractor's performance (or any party for whom Contractor is responsible), Contractor shall re-perform or correct such Services and the cost of such Services shall be borne solely by Contractor or deducted from the payment subsequently due from BAA to Contractor.

Nothing in this Agreement shall be interpreted to mean that BAA is guaranteeing any amount, level or volume of work to Contractor. BAA may, in its sole discretion, employ other consultants who provide the same or similar services.

For convenience purposes only, BAA shall furnish or make available to Contractor any and all of its records or other data which are pertinent to the Contractor's work, and all such BAA information shall be considered Confidential Information as defined herein and shall be subject to all terms in Section 15 of this Agreement. Contractor shall be entitled to use said records, maps and all other data provided by BAA or its employees, agents, officers, or consultants in conjunction with Contractor's performance of the Services; provided, however, such records and other data shall be provided on an AS IS, WHERE IS basis without any representation or warranty whatsoever, including, without limitation, the accuracy, reliability or completeness of the same. BAA shall authorize and assist Contractor in obtaining any such pertinent information from other public and private sources.

The Insurance Requirements, as more fully described in Exhibit B, together with the Request for Proposals attached hereto as Exhibit C, are incorporated by this reference and made part of this Agreement in accordance with Section 19 below.

5. Term of Agreement: This Agreement shall commence on the Effective Date and will continue for an initial term of twelve (12) months (the "Initial Term"), unless earlier terminated or extended as set forth herein. At the end of the then current Term (as defined below), this Agreement will renew, at the discretion of BAA, for one or more twelve (12) month renewal terms

(each, a “Renewal Term”, and together with the Initial Term, the “Term”) until the Scope of Work is completed, only with written notification from BAA to Contractor. While it is anticipated that no more than one (4) Renewal Term will be extended, should the parties mutually desire to continue the Agreement and such continuation is not contrary to applicable law, then additional Renewal Terms will be permitted subject to the same conditions applicable to the original Renewal Term.

6. 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 fifteen (15) days' written notice to Contractor of such termination and specifying the effective date of termination. Termination of this Agreement as provided in this Section 6 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.

Upon expiration or termination of this Agreement for any reason, Contractor shall (i) promptly deliver to BAA any work product (whether complete or incomplete) for which BAA has paid, any BAA equipment that Contractor utilized in the performance of the Services, and all BAA documents, data, know-how, methodologies, software, and other materials provided to Contractor by BAA, if any, including computer programs, reports, and specifications, as applicable; and (ii) promptly remove all Contractor equipment, materials, tools, systems, cabling, software, or facilities provided by or on behalf of Contractor and used directly or indirectly in the provision of the Services.

7. Amendments: Subject to the mutual agreement of the parties and any limitations imposed by applicable law, Contractor will perform additional services as assigned by BAA and set forth in an amendment to this Agreement signed by both parties. Either party may propose an amendment; provided, however, that no amendment shall be valid unless set forth in writing and signed by BAA and Contractor.
8. Fees: Invoices will be rendered monthly for Services performed and expenses incurred during the previous month in accordance with the fee schedule set forth in the Scope of Work. Payments are due at the address appearing on the invoice within 30 days following receipt of the invoice. In the event that BAA disputes any portion of an invoice submitted by Contractor, BAA shall (a) notify Contractor in writing on or before the date that payment is due on such invoice; (b) identify the cause of the disagreement; and (c) timely pay any amounts not in dispute.

9. Funds Availability: If insufficient funds are appropriated and budgeted or funds are otherwise unavailable by any means whatsoever in any fiscal period, as determined by BAA, for the payments due under this Agreement, then BAA will promptly notify Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to BAA of any kind whatsoever, except as to the portions of the Agreement herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available.
10. Auditing and Review: If Contractor is requested to make documentation available to the Federal Aviation Administration; Department of Transportation; Transportation Security Administration; U.S. Government Accountability Office; or other similar governmental or regulatory authority, pursuant to authority given by law or regulation, Contractor will provide BAA with prompt written notice of such request and will only provide access to such documentation under the supervision of BAA to the extent permitted by applicable law.
11. Indemnification: To the fullest extent permitted by law, Contractor hereby agrees to indemnify, defend and hold harmless BAA, City of Birmingham, Alabama, and their respective directors, council members, agents and employees (collectively, "Indemnitees"), from and against all losses, claims, liabilities, injuries, damages, expenses, fines and penalties, including attorney's fees and expenses (collectively, "Losses"), that Indemnitees 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 Indemnitees) arising out of or resulting from, in whole or part, the negligent and willful acts or omissions of Contractor, its employees, agents and subcontractors in the performance of this Agreement. There is no expectation of any indemnification being provided to Contractor by BAA. Contractor is advised of the statutory immunity of from suits based on torts applicable to BAA and its directors, which is contained in Sections 4-3-50 and 4-3-47(2) of the Code of Alabama, 1975.
12. Waiver of Consequential Damages: In no event shall Contractor be liable to BAA or BAA be liable to Contractor for consequential or indirect damages, including but not limited to, loss of profits or revenue, loss of use of equipment, loss of production, additional expenses incurred in the use of the equipment and facilities arising out of the Services or this Agreement. This disclaimer shall apply to all consequential damages based upon any cause of action whatsoever asserted including, subject to BAA's statutory immunity described in Section 11, ones arising out of any breach of contract, warranty,



guarantee, products liability, negligence, tort, strict liability, or any other cause pertaining to the performance or non-performance of the Services or this Agreement.

13. Limitation of Liability: IN NO EVENT WILL BAA'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO CONTRACTOR PURSUANT TO THIS AGREEMENT IN THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

14. Insurance Requirements: Contractor will, at its expense, obtain and maintain in full force and effect during the Term of this Agreement, the insurance coverages set forth in "BAA Contractor Insurance Requirements" attached hereto as Exhibit B and made a part of this Agreement. Proof of such insurance shall be provided to BAA at the commencement of this Agreement and annually as the same is renewed.

15. Confidential Information.

15.1 Definition. As used herein, "Confidential Information" means any information that is treated as confidential by a party, including, without limitation, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing. Confidential Information shall not include information that: (a) is already known to the Receiving Party without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party; (c) is developed by the Receiving Party independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Receiving Party from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information.

15.2. Confidentiality Obligations. From time to time during the Term, either party (as the "Disclosing Party") may disclose or make available to the other party (as the "Receiving Party") Confidential Information. The Receiving Party shall not: (a) disclose, disseminate, or otherwise publish Confidential Information received hereunder to any person or entity without the Disclosing Party's prior written consent, except to the Receiving Party's employees and representatives who have a need to know or to view such information to perform their duties hereunder (the "Authorized Agents"); (b) disclose that Confidential Information has been made available hereunder; or (c) use Confidential Information for any purpose other than performing its duties hereunder.

15.3 Return of Confidential Information. Upon the written demand of the Disclosing Party, the Receiving Party shall destroy any and all Confidential Information of the Disclosing Party in its possession; provided, however, that the Recipient may keep copies,

subject to the restrictions on use and duty of confidentiality contained in this Agreement, of any summaries, notes, or other analyses and materials prepared by the Recipient which may contain such Confidential Information. If reasonably requested by the Disclosing Party, the Receiving Party shall obtain nondisclosure agreements (in form reasonably satisfactory to the Disclosing Party) from each Authorized Agent receiving Confidential Information by which each Authorized Agent agrees not to disclose the Confidential Information to third parties or use or appropriate the Confidential Information in any manner other than as set forth in this Agreement.

15.4. Disclosure. The Receiving Party shall be entitled to disclose Confidential Information in response to a court order (to the extent necessary or appropriate to comply with such order, in the Receiving Party's reasonable determination), provided that the Receiving Party shall have notified the Disclosing Party promptly after receiving such order so as to enable the Disclosing Party to contest such order, obtain other protective relief, or consult with the Receiving Party concerning the language, form, and substance of any such disclosure.

16. Taxes. Contractor shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by BAA hereunder; provided that, in no event shall Contractor pay or be responsible for any taxes imposed on, or with respect to, BAA's income, revenues, gross receipts, personnel, or real or personal property or other assets
17. Governing Law: The laws of the State of Alabama govern all matters arising out of or relating to this Agreement, except to the extent that federal law applies, including, without limitation, its formation, validity, interpretation, construction, performance and enforcement and the venue for any legal proceeding arising out of this Agreement shall be in a federal or state court located in Jefferson County, Alabama.
18. Civil Penalties: Without limiting Section 11 of this Agreement, Contractor shall be responsible for any and all penalties that may be levied against BAA by any local, state, or federal agency arising as a result of any negligent act or omission of Contractor, its employees, agents, subcontractors, or other related persons or entities.
19. Relationship of the Parties: The relationship between the parties is that of independent contractors. Contractor is responsible for the compensation and supervision of its own employees used to perform the Services. Contractor reserves the right to determine the method, manner, and means by which the Services will be performed. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint

venture, or any other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to bind the other in any manner whatsoever.

20. Personal Service Agreement; No Assignment. This Agreement is a personal services contract between Contractor and BAA. Contractor acknowledges and agrees that BAA is relying on Contractor to perform the Services described herein. The rights and obligations of Contractor under this Agreement cannot be assigned to any other person or entity without BAA's prior written consent, which BAA may withhold or grant in its sole discretion. Any attempted assignment without BAA's prior written consent shall be null and void and of no effect.
21. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make undisputed payments due to the other party hereunder), when and to the extent such failure or delay is caused by or results from a Force Majeure Event. As used herein, "Force Majeure Event" means acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot, or other civil unrest; actions, embargoes, or blockades in effect on or after the date of this Agreement; national or regional emergency; strikes, labor stoppages, or slowdowns or other industrial disturbances; shortage of adequate power or telecommunications or transportation facilities if necessary for the Services; or any other event which is beyond the reasonable control of such party. A party whose performance is affected by a Force Majeure Event shall give written notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event. During the Force Majeure Event, the non-affected party may similarly suspend its performance obligations (except for any obligations to make payments to the other party hereunder) until such time as the affected party resumes performance. The non-affected party may terminate the Agreement if such failure or delay continues for a period of thirty (30) days or more and, if the non-affected party is BAA, receive, on a pro-rata basis, a refund of any Fees paid to the Contractor in advance for the affected Services.
22. Immigration. BAA is committed to complying with all applicable immigration laws of the United States, including the Immigration Reform and Control Act of 1986, as amended, which act requires that all employees hired since 1986 provide proof of identity and employment eligibility before working in the

United States. It is the policy of BAA to comply fully with this requirement and to require compliance by all third-party vendors, contractors, and service providers that perform work or services upon any premises owned or operated by BAA. Contractor shall not place any of its employees at a BAA worksite, nor shall Contractor permit any of its employees, nor any of its contractors or subcontractors, or their respective employees, to perform any work on behalf of or for the benefit of BAA without first verifying and ensuring their authorization to lawfully work in the United States. Contractor acknowledges, agrees, and warrants (a) that Contractor maintains and follows an established policy to verify the employment authorization of its employees and to ensure continued compliance for the duration of employment, (b) that Contractor has verified the identity and employment eligibility of all of its employees in compliance with applicable law, (c) that Contractor has established internal safeguards and reporting policies to encourage its employees to report any suspected violations of immigration policies or of immigration law promptly to Contractor's senior management, (d) that Contractor has implemented a policy to verify the validity of Social Security information provided by its employees at the time of hire by Contractor, (e) that Contractor is without knowledge of any fact that would render any of its employees or any of its contractors or subcontractors, or their respective employees, ineligible to legally work in the United States, and (f) that Contractor will promptly notify BAA in writing in the event that any of its employees or any of its contractors or subcontractors, or their respective employees, that are working on BAA premises should lose authorization to legally work in the United States.

23. Construction: This Agreement is deemed to have been drafted jointly by the parties and therefore any uncertainty or ambiguity in the terms hereof, if any, shall not be in favor of either party. Should any provision of this Agreement be deemed unenforceable, the validity of the remaining portions of this Agreement shall not be affected.
24. Precedence of Documents: In the event of any conflict between the body of this Agreement and any other Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within such other Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the liability between the parties, provided for within the body of this Agreement, shall be null and void.
25. Integration; Modification and Waiver: This Agreement and the documents attached as Exhibits to this Agreement contain the entire agreement between

the parties and supersedes all prior negotiations, discussion, obligations and rights of the parties with respect to each other regarding the subject matter of this Agreement. There is no other written or oral understanding between the parties. No modification, amendment or alteration of this Agreement shall be valid unless it is in writing and signed by the parties hereto. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver. Neither the failure nor any delay on the part of either party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence.

26. Miscellaneous. Each party shall perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement. With the exception of the City of Birmingham, Alabama, this Agreement shall not be construed to confer any rights or remedies upon any person not a party to this Agreement. Any waiver of any right or provision herein will not be effective unless in writing and signed by authorized representatives of both parties. The waiver or failure of either party to exercise any right provided herein will not be deemed a waiver of any further right under this Agreement. This Agreement will bind, benefit, and be enforceable by and against Contractor and BAA and, to the extent permitted hereby, their respective successors and assigns. The captions or headings in this Agreement are made for convenience and general reference only and shall not be construed to describe, define, or limit the scope or intent of the provisions of this Agreement.
27. Cumulative. Any specific right or remedy provided in this Agreement will be cumulative with all other rights and remedies set forth herein and allowed under applicable Law.
28. Severability. If any provision of this Agreement where the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to the other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
29. Expenses. Each of the parties hereto shall pay such party's own fees, costs, and expenses incurred in connection with this Agreement and the

transactions contemplated hereby, including, but not limited to, the fees, costs, and expenses of its accountants and counsel.

- 30. Counterparts and Telecopy Execution. This Agreement may be executed and delivered by telecopy and in counterparts, each of which when executed and delivered shall be deemed an original, but all of which together shall be deemed one and the same agreement.
- 31. Entire Agreement. This Agreement, together with all Schedules and Exhibits, constitutes the entire agreement between the parties and supersedes any and all prior oral and written communications or agreements relating to the subject matter herein. Except as otherwise provided herein, this Agreement cannot be changed or modified except by written agreement signed by authorized representatives of both parties.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the undersigned hereby execute this Agreement.

BIRMINGHAM AIRPORT AUTHORITY

By: \_\_\_\_\_  
 Ronald F. Mathieu, President & CEO  
 BIRMINGHAM SHUTTLESWORTH INTERNATIONAL AIRPORT

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibits:**

- A – Scope of Work
- B – Insurance Requirements
- C – Request for Proposals

D - Proposal



**Form 1 – Acknowledgement of Addenda**

The following form shall be completed and included in the proposal. Failure to acknowledge receipt of all addenda, if any, may cause the proposal to be considered non-responsive.

The undersigned acknowledges receipt of the following addenda to the documents:

RFP.: \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No.: \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No.: \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No.: \_\_\_\_\_ Date: \_\_\_\_\_

Date: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

Email Address: \_\_\_\_\_





**Form 2 – Proposal Submission Form**

This proposal is submitted by:

Company Name: \_\_\_\_\_

Authorized Representative (Printed): \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

The representative signing above hereby certifies and agrees that the following information is correct:

1. In preparing its proposal, the proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in or condoned prohibited discrimination.
2. In preparing this proposal, the financial information contained in it has been arrived at independently and without consultation, communication or contract with other proposers, to restrict competition as to any matter relating to this RFP.
3. As a condition of contracting with the Authority, the proposer agrees to maintain documentation enough to demonstrate that it has not discriminated in its solicitation or selection of subcontractors. The proposer further agrees to promptly provide to the Authority all information and documentation that may be requested by the Authority from time to time regarding the solicitation and selection of subcontractors. Failure to maintain or failure to provide such information constitutes grounds for the Authority to reject the proposal submitted by the proposer and terminate any contract awarded based on such proposal.
4. No fee or commission, or any other thing of value, has been paid or agreed to be paid to any employee, agent, representative, official, board member or current consultant of the Authority in order to procure the contract described in this RFP.

- 5. The information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered to the Authority, is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the Authority as to any material facts.
- 6. The proposer and personnel performing Services under any contract related to this RFP are independent of the Authority and its Board of Directors as defined by generally accepted auditing standards.
- 7. It is understood by the proposer that the Authority reserves the right to reject any and all proposals, to make awards on all items or on any items according to the best interest of the Authority, to waive formalities, technicalities, to recover and resolicit this RFP.
- 8. This proposal is valid for 180 calendar days from the proposal due date.

I, the undersigned, hereby acknowledge that the proposer was given the opportunity to provide exceptions to this RFP. As such, I have elected to do the following:

- Take no exceptions and agree to the Terms and Conditions.
- Include exceptions to the RFP using Form 6.

I, the undersigned, hereby acknowledge that the proposer was given the opportunity to indicate any Trade Secret materials or Personally Identifiable Information ("PII") as detailed in this RFP. I understand that the Authority is legally obligated to provide my proposal documents, excluding any appropriately marked Trade Secret information and PII, upon request by any member of the public. As such, the proposer has elected as follows:

- No portion of the Proposal is marked as Trade Secret or PII.
- The following sections of the Proposal are marked as Trade Secret or PII.

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**Authorized Representative (signed):**

Date: \_\_\_\_\_

Printed

Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_



**Form 3 – Fee Schedule**

|   | Hourly Rate | Total Cost for Project |
|---|-------------|------------------------|
| Lease Management Solution (Base)                      |             |                        |
| List Modules  |             |                        |
| List Modules  |             |                        |
| Implementation  |             |                        |
| Training  |             |                        |
| Maintenance/Support Services<br>Other Fees (Describe) |             |                        |
|   |             |                        |
| Optional Items  |             |                        |
|   |             |                        |
| Lease Payment Portal Services                         |             |                        |
| Integration   |             |                        |
| Other Fees (Describe)                                 |             |                        |
| System Licenses                                       |             |                        |
| Per User or Property Licenses                         |             |                        |



**Form 4 – Project References**

Company Name: \_\_\_\_\_

RFP Name: \_\_\_\_\_

List four (4) projects your company has performed and completed within the past five (5) years that are similar in size and scope as this project. A summary of previous comparable work may be separately attached.



**Form 5 – Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion**

The proposer certifies to the best of its knowledge and belief that it and its principals:

| Project Name | Project Authority:<br>Address/Phone/Email | Contract<br>Amount | Contract<br>Start/End<br>Dates | Brief Project Description |
|--------------|---|--------------------|--------------------------------|---------------------------|
|              |   |                    |                                |                           |
|              |   |                    |                                |                           |
|              |   |                    |                                |                           |
|              |   |                    |                                |                           |

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily declared ineligible for the award of contracts by any local, state, or federal agency;
- (b) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (b) of this certification.
- (d) Have not within a three-year period preceding this offer, been notified of any delinquent federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied; and
- (e) Have not within a three-year period preceding this offer had one or more public contracts or subcontracts (federal, state, or local) terminated for cause or default; and

Where the proposer is unable to certify to any of the statements in this certification, the proposer shall attach an explanation to this application.

*I hereby certify as stated above:*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

*I am unable to certify to one or more of the above statements. (Check box if applicable)*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**Form 6 – Exceptions to the RFP**

All work requested in the RFP must be provided for the price(s) set forth in Form 3 in strict conformance with the terms, conditions and specifications described in this RFP (including any addenda or amendments). If the proposer takes exception working to any of the terms, conditions, and specifications, they must list the section number and title in the below chart and provide an explanation. If no exceptions are observed check the box above the chart.

Please check this box if the proposer agrees to all terms, conditions and specifications.

| RFP Section Number | RFP Section Title | Exception & Proposed Change |
|--------------------|-------------------|-----------------------------|
|                    |                   |                             |
|                    |                   |                             |
|                    |                   |                             |
|                    |                   |                             |
|                    |                   |                             |
|                    |                   |                             |
|                    |                   |                             |
|                    |                   |                             |
|                    |                   |                             |
|                    |                   |                             |

The signature below certifies that the proposer has read the RFP document and complies with the requirements of this RFP and takes no exception to the terms, conditions and specifications other than those listed in the chart contained on this form.

Birmingham Airport Authority

Airport Management Software

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Company

---

Date

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Authorized Signature

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Printed Name



*BIRMINGHAM AIRPORT AUTHORITY*