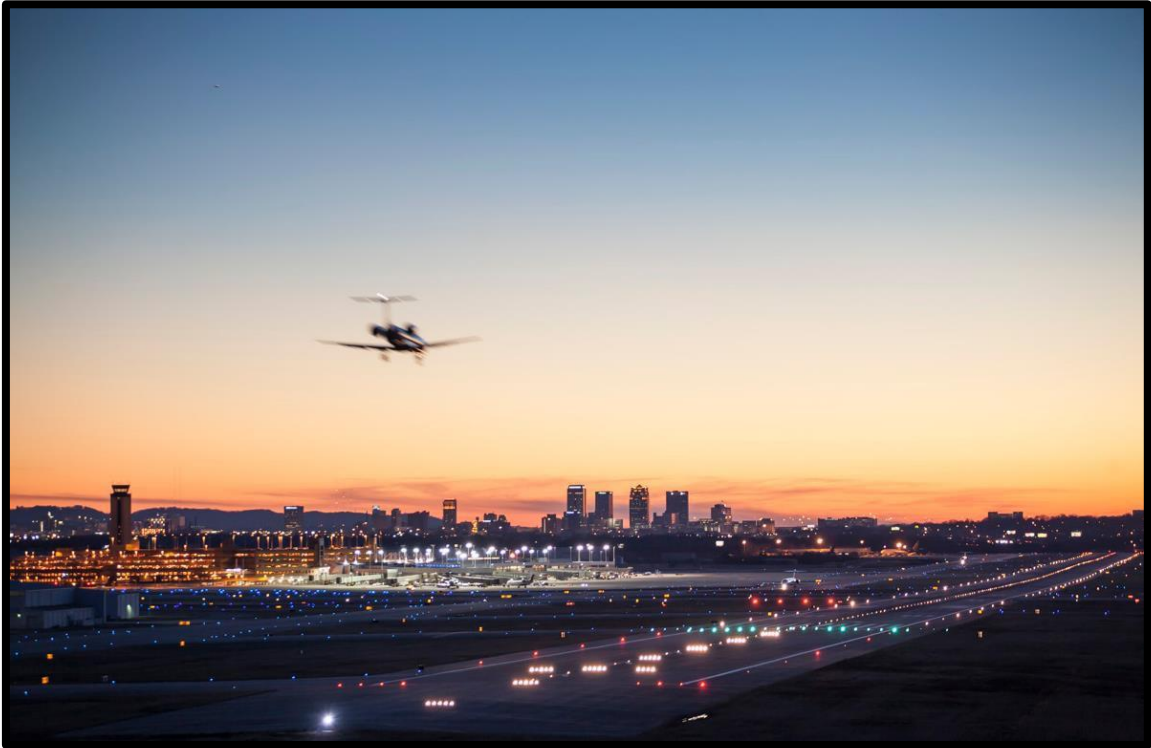


**Request for Quote (RFQ)
Flowerpots in the Upper and
Lower Level of the Terminal**



Birmingham Airport Authority

06074845.1

Date: September 3, 2024

06074845.1

I. The Opportunity

Purpose

The Birmingham Airport Authority (the “Authority”) is requesting quotes for planting flowers in the Flowerpots located on the Upper and Lower Level of the Terminal.

The purpose of this document (the “Request for Quotes” or “RFQ”) is to provide interested vendors with the overview of the opportunity, as well as instructions on how to respond. A prospective (“Proponent”) shall submit its quote (“Quote” or Quote Package”) in conformity with the procedures and requirements set in this Request for Quotes.

II. Procedures and Requirements

Pre-Submittal Inquires

Inquiries relative to this RFQ are only to be submitted in writing via e-mail to eseoane@flybhm.com, no later than the date for “Written Inquiries Accepted Through” set due date of September 3, 2024 (the “**Quote Due Date**”). Failure to follow this procedure may result in the Proponent being disqualified from participating in this RFQ process.

The Authority representative(s) will attempt to answer all written questions received in advance of the Written Inquiries Accepted Through date.

The Authority will provide a summary of all questions and answers communicated in writing and any changes to the requirements of the Request for Quotes in an addendum to the RFQ. Any such addendum will be incorporated as part of the RFQ and will be posted on-line on the Airport website located at www.flybhm.com.

Scope of Work

Install and maintain plants in the pots located in the Terminal Upper and Lower planters. There are 36 big pots on the bottom level and 31 medium size pots on the upper level. Maintain all of the plants and replace any that die until the end of the contract.

- Change plants as needed with seasonal colors.
- Water plants as necessary.
- Fertilize plants as necessary.
- Replace plants as necessary.

The term of the contract will be for three (3) years.

Each quote submitted should include the following:

- All pricing should be held for at least three (3) months.
- Send list of plants and their pictures that will be used.
- Send pictures of what the planters will look like in the Spring, Summer, Fall, and Winter.
- Include experience with similar jobs.
- Include estimated time to start and finish the project.
- Monthly Cost
- Payment terms
- Warranty
- References

Submittal Requirements

Each Proponent shall submit Quotation Package via email to eseoane@flybhm.com.

Selection Process/Criteria

Each Quote will be evaluated based on the following criteria:

1. Cost
2. Specification per this RFQ
3. Availability to start the project

General Terms and Conditions

1. The Authority reserves the right to:

a. Add, delete and/or negotiate with a Proponent, an agreement containing different and/or additional items or terms without reference to other Proponents or Quotes.

b. Disqualify a Proponent in the event that, in the sole discretion of the Authority, its Quote does not contain sufficient information to permit a thorough analysis.

c. Verify the validity of the information supplied by a Proponent and reject any Quote where the contents appear to be incorrect or inaccurate in the Authority's sole determination.

d. Accept Quotes in whole or in part.

e. In its sole discretion, cancel this RFQ without award or compensation to any Proponent, its officers, directors, employees, or agents.

f. Reject any and all Quotes.

g. Accept the Quote(s) which, the Authority, in its sole discretion, deems the most advantageous to the Authority; and

h. Request any other information it requires to evaluate the submissions, and, in the event of a Proponent's failure to provide such information, reject such Proponent's Quote.

2. All financial information must be presented in U.S. dollars.

3. The cost of preparing the Quote or providing additional information is the sole responsibility of the Proponent. The Authority will not be responsible for or pay or reimburse any fees or expenses to any Proponents or their agents.

4. The Proponent assumes all responsibility for complying with all applicable laws and regulations. Further, the Proponent is responsible for obtaining all permits required by law or local authorities to allow it to provide the EUVs to the Authority.

5. All Quotes become the property of the Authority and will not be returned to Proponents unless a written request to withdraw, signed by an authorized signatory of the Proponent, is received prior to the Quote Due Date.

Nondiscrimination

By submitting a proposal to this RFQ, Proposer certifies that they will fully comply with all Federal, State of Alabama, and local laws pertaining to nondiscrimination, and certifies that they will not discriminate against or grant preferential treatment to any party on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin in the performance of Authority contracts or agreements.

In addition, this RFQ is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The Proposer agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23. The Proposer agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters into and causes those businesses to similarly include the statements in further agreements.

The Birmingham Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises or airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The Authority will investigate any complaints and make determinations regarding any allegations of discrimination or preferential treatment.

Diversity and Inclusion

The BAA places a very high priority on diversity and inclusion, not just for the Airport itself, but for all businesses that operate at the Airport as well. To be effective, diversity and inclusion must reach all levels of the organization. Please let us know in your proposal if your company is a certified small minority business or women own business and if your company has a diversity and inclusion policy. There is a **10 % MBE/WBE** contractor participation for this project and MBE-WBE form attached as Exhibit B must be submitted along with the proposal.

Request for Quotes Schedule

The schedule for the preparation and evaluation of Quotes is provided in the following Exhibit I:

Exhibit I. Request for Quotes Schedule

Request for Quotes Documents Available	August 21, 2024
Written Inquiries Accepted Through	August 29, 2024
Quote Due Date	September 3, 2024 – 2:00 PM
Target Award Date	September 2024

Quotes are due no later than **2:00 p.m. Central Time on September 3, 2024**, by which time all Quotes shall be recorded. Quotes will not be accepted after this date and time for any reason.

Quotes submitted by facsimile will not be accepted.

Quotes are to be sent via email to Ed A Seoane, VP of Purchasing.
Email address: eseoane@flybhm.com

The Authority reserves the right to extend the Quote Due Date and the RFQ Schedule. All changes or clarifications to the schedule will be distributed to all registered Proponents in the form of an addenda.

III. REQUIRED QUOTE DOCUMENTS

Each Quote must include the following information to be considered technically compliant. To facilitate the evaluation process, Proponents must present information in the following order:

A. Executive Summary

The Proponent shall submit a summary to include a brief statement of the company and its ability to supply the items listed. Detail of items quoted. Full description, package size and pricing. Note is the item is hazardous and able to provide Material Safety Data Sheets with supply.

B. Exceptions to the Quote

In the event any proposed Law or Proponent's performance under this this RFQ does not meet the requirements of this RFQ, Proponent may include a list of such exceptions to the requirements of the

Request for Quotes in its Quote. All such exceptions shall be clearly stated on a separate page labeled "RFQ Exceptions." In the event Proponent objects to any requirement of this RFQ, Proponent is required to identify the RFQ provision to which it objects, identify the nature of the objection, and provide an explanation of the objection as well as any proposed substitutions or alternatives that Proponent requests that the Authority consider.

C. Alternate or Additional Items

An alternate substitute may be acceptable if is of equal value.

D. Cost

The Quote must include the line-item total cost for each alternate or additional items proposed pursuant to paragraph D of this Section III. Price must be valid minimum of three (3) months from the Quote Due Date of this RFQ. Additionally, the price quoted shall be valid at the time of order and honored at the time of delivery, regardless of the length of time to delivery.

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.

Coverage, whether written on an occurrence or claims made basis, shall be maintained without interruption from date of commencement of the Work until date of Final Payment and termination of any coverage required to be maintained after Final Payment. If such insurance coverage is required to remain in force after Final Payment, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment by the Contractor. If the Contractor's coverage is written on a claims-made basis, the Contractor shall also provide tail coverage to include claims made after the completion of the Work for the Completed Operations coverage for the required statute of repose.

Each specified insurance policy (other than Worker's Compensation and Employers' Liability and fire and extended coverage's) shall contain a Severability of Interest (Cross Liability) clause which states, "It is agreed that the insurance afforded by this policy shall apply separately to each insured

against whom a claim is made or suit is brought except with respect to the limits of the company's liability," and a Contractual Endorsement which shall state, "Such insurance as is afforded by this policy shall also apply to liability assumed by the insured under insured's Agreement with the Authority."

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

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 shall be filed with the 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 submit to it, upon request, all pertinent information about the agent, broker, and carrier providing such insurance.

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

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

If Contractor has Subcontractor performing any work, the Subcontractor is subject to the same insurance requirements outlined in this section and on Exhibit 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 Employee's Liability	Statutory \$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 Endorsement 2. Waiver of Subrogation
General Liability	\$1,000,000 each occurrence \$2,000,000 General Aggregate \$2,000,000 Completed Operations/Products Aggregate \$2,000,000 Personal Injury \$5,000 Medical Payments
Requirements:	<ol style="list-style-type: none"> 1. XCU Perils Coverage 2. Completed Operations Extended 3 Years 3. Broad Form Property Damage 4. Fellow Employee Coverage 5. Primary & Non-Contributory 6. Waiver of Subrogation 7. 30 Days' Notice of Cancellation to Certificate Holder 8. CG2010 and CG2037 Endorsements 9. Contractual Liability applicable to Contractor's indemnification obligations
Business Automobile	\$2,000,000 per occurrence combined limit for bodily injury liability and property damage
Requirements:	<ol style="list-style-type: none"> 1. Covers owned, non-owned and hired autos 2. Primary & Non-Contributory 3. Waiver of Subrogation 4. 30 Days' Notice of Cancellation to Certificate Holder
Umbrella	\$5,000,000
Builder's Risk Policy	Amount of Project <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 Site 2. Coverage shall insure interest of Owner and Contractor 3. Provide Replacement Cost 4. Event of Loss, proceeds of any claim shall be paid to the Owner who shall apportion the proceeds between the Owner and the Contractor as their interest may appear 5. Coverage includes flood and earth movement 6. Per Project Aggregate
Pollution Policy	\$1,000,000 (<i>Depending on project</i>)

Professional Liability

\$1,000,000 (*Depending on project*)

END OF REQUEST FOR QUOTES

