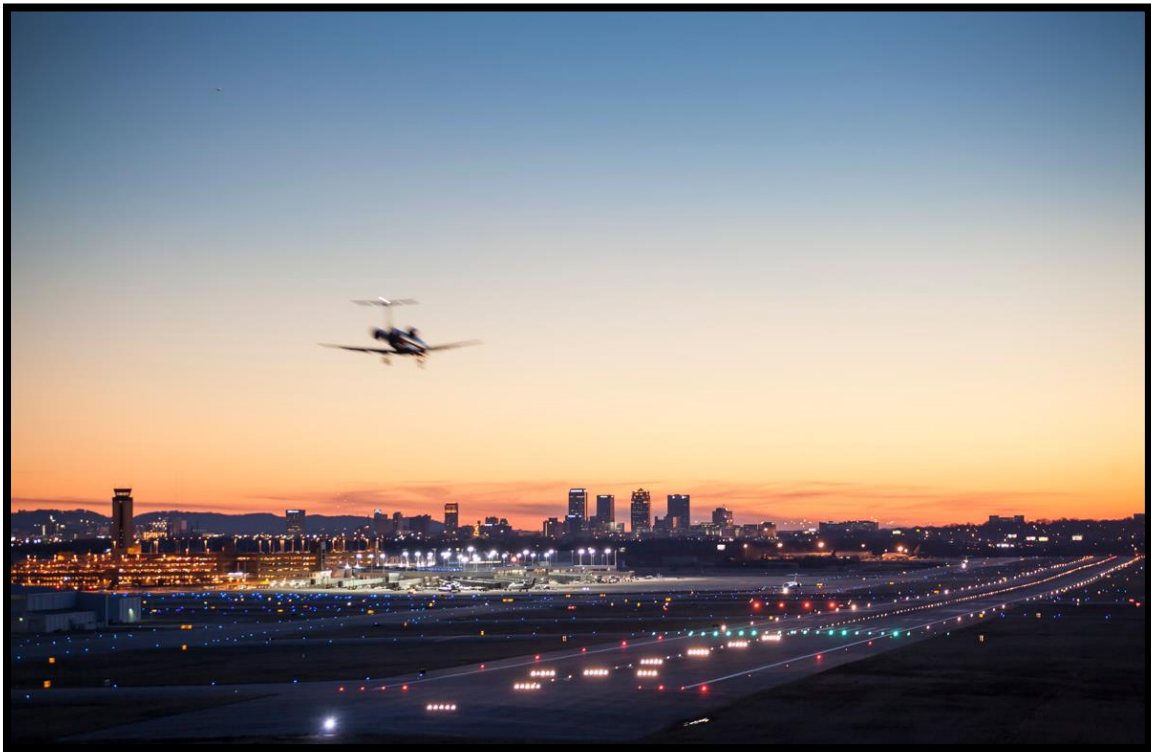


# Request for Quote

## FAA Part 139 Live Burn & Classroom Simulator Rental for Triennial Exercise



**Birmingham Airport Authority**  
**Date: November 2024**

## I. The Opportunity

### Purpose

The Birmingham Airport Authority (the “Authority”) is requesting quotes for FAA Part 139 Live Burn & Classroom Simulator Rental for Triennial Exercise Birmingham-Shuttlesworth International Airport located at 5900 Messer Airport Highway, Birmingham, AL (the “**Airport**”).

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 [Khazelwood@flybhm.com](mailto:Khazelwood@flybhm.com) no later than the date for “Written Inquiries Accepted Through” set forth in Exhibit 1 Request for quote schedule of the RFQ, which date is ten (10) business days prior to the close of this RFQ (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 Addendum will be incorporated as part of the RFQ and will be posted online on the Airport website located at [www.flybirmingham.com](http://www.flybirmingham.com).

## **Exhibit 2**

### **Scope of Work**

Provide live fire equipment to meet all requirements outlined in FAR Part 139 Live Fire ARFF training and provide MAFT Rental for Triennial Exercise.

Training will consist of a Classroom Course & Live Burn to meet FAR 139 requirements. AHJ (authority having jurisdiction) to provide ARFF Trucks, Water Suppression, and propane refills as needed.

Training dates: May 12-15, 2025

Live Fire Certificates will be issued upon completion to each individual student and a FAA Approved Training Report issued to AHJ.

### **Each quote submitted should include the following:**

- All pricing should be held for at least three (3) months.
- Lead time.
- Payment terms
- Warranty
- If freight is not included in the price, add the freight as a separate line in the quote.

### **Submittal Requirements**

Each Proponent shall submit Quotation Package via email to [Khazelwood@flybhm.com](mailto:Khazelwood@flybhm.com).

### **Selection Process/Criteria**

**Each Quote will be evaluated based on the following criteria:**

1. Cost
2. Specification per this RFQ
3. Proposed alternative if any

## 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, on 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.

## 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 of Documents Available	November 26, 2024
Written Inquiries Accepted Through	December 3, 2024
Quote Due Date	<b>December 10, 2024</b>
Target Award Date	January 2025

Quotes are due no later than **2:00 p.m. Central Time on December 10, 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 Karen Hazelwood.

Email address: [khazelwood@flybhm.com](mailto:khazelwood@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 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 if 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**

Alternate substitute may be acceptable if is of equal value.

## **D. Cost**

The Quote must include the line-item total cost for each alternative or additional items proposed pursuant to paragraph D of this Section III. Price must be valid at a 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 deliver.

# Insurance Requirements

The Selected Contractor 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 in Exhibit B: "BAA Contractor Insurance Requirements" which is attached hereto and incorporated by reference herein.

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

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

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

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

Coverages, whether written on an occurrence or claims made basis, shall be maintained without interruption from date of commencement of the Work until date of Final Payment and termination of any coverage required to be maintained after Final Payment. If such insurance coverages are

required to remain in force after Final Payment, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment by the Contractor. If the Contractor's coverage is written on a claims-made basis, the Contractor shall also provide tail coverage to include claims made after the completion of the Work for the Completed Operations coverage for the required statute of repose.

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

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

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

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

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



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

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

## **BAA CONTRACTOR INSURANCE REQUIREMENTS**

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

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

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

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

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

## BAA CONTRACTOR INSURANCE REQUIREMENTS

### CONTRACTOR PROVIDED INSURANCE FOR AIR-SIDE PROJECT COVERAGE

<u>Type of Coverage</u>	<u>Minimum Limits</u>
<b>Worker's Compensation</b>	Statutory for Coverage A
<b>Employee's Liability</b>	\$1,000,000 each Accident \$1,000,000 Disease – Policy Limit \$1,000,000 per Employee
<b>Requirements:</b>	<ol style="list-style-type: none"><li>1. Voluntary Compensation Endorsement</li><li>2. Waiver of Subrogation</li></ol>
<b>General Liability</b>	\$1,000,000 each occurrence \$10,000,000 General Aggregate \$10,000,000 Completed Operations/Products Aggregate \$1,000,000 Personal Injury \$5,000 Medical Payments
<b>Requirements:</b>	<ol style="list-style-type: none"><li>1. XCU Perils Coverage</li><li>2. Completed Operations Extended 3 Years</li><li>3. Broad Form Property Damage</li><li>4. Fellow Employee Coverage</li><li>5. Primary &amp; Non-Contributory</li><li>6. Waiver of Subrogation</li><li>7. 30 Days' Notice of Cancellation to Certificate Holder</li><li>8. CG2010 and CG2037 Endorsements</li><li>9. Contractual Liability applicable to Contractor's indemnification obligations</li></ol>
<b>Business Automobile</b>	\$2,000,000 per occurrence combined limit for bodily injury liability and property damage
<b>Requirements:</b>	<ol style="list-style-type: none"><li>1. Covers owned, non-owned and hired autos</li><li>2. Primary &amp; Non-Contributory</li><li>3. Waiver of Subrogation</li><li>4. 30 Days' Notice of Cancellation to Certificate Holder</li></ol>
<b>Umbrella</b>	\$10,000,000
<b>Builder's Risk Policy</b>	Amount of Project
<b>Requirements:</b>	<ol style="list-style-type: none"><li>1. Contractor provides coverage for Contractor's equipment on the job site and all construction material and equipment which is scheduled for the Work but has not been delivered to the Job Site</li><li>2. Coverage shall insure interest of Owner and Contractor</li><li>3. Provide Replacement Cost</li><li>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</li></ol>

- 5. Coverage includes flood and earth movement
- 6. Per Project Aggregate

**Pollution Policy** \$5,000,000

**Professional Liability** \$1,000,000

**END OF REQUEST FOR QUOTES**