Request for Quote Permanent Roof Repair





Birmingham Airport Authority
April 8, 2025

I. The Opportunity

Purpose

The Birmingham Airport Authority (the "Authority") is requesting quotes for permanent patching on top of one of the Kaiser Building.

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 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 such addendum will be incorporated as part of the RFQ and will be posted online on the Airport website located at www.flybhm.com.

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SCOPE OF WORK:

The Birmingham Airport Authority, BAA, is having a survey team take approximately 30 samples from the roof of one of the Kaiser Buildings. The holes will be 2 inches in diameter and cut down to the substrate. Th holes will have a temporary patch applied after the samples are taken.

The BAA is looking for a contractor to make a permanent repair of the approximately 30 small sample holes on top of one of the Kaiser buildings.

Insurance Requirement:

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

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

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

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

Submittal Requirements

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

Selection Process/Criteria

Each Quote will be evaluated based on the following criteria:

- 1. Cost
- 2. Method of Repair
- 3. Warranty on the work
- 4. Timeline for start and completion of the work

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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) Indemnification: Contractor undertakes and agrees to indemnify and hold harmless BAA, and any and all its Board Members, officers and employees, from and against all suits and causes of action, claims, losses, demands and reasonable expenses, including by not limited to, reasonable attorney's fees and reasonable costs of litigation, damage(s) or liability, including but not limited to death or injury, or for damage to, or destruction of, any property, arising by reasons of the performance of the contract to the extent caused by the negligent performance of the professional services under the contract on the part of the Contractor, or any of the Contractor's Subcontractors, employees, or anyone for whom the Contractor has obligated itself under the contract. THERE IS NO EXPECTATION OF ANY INDEMNIFICATION BEING PROVIDED TO CONTRACTOR BY THE BAA.
- 3) Changes and Alterations: The BAA reserves the right to make any alterations in the RFQ and/or contract as may be necessary due to changing conditions found during the Project. The Contractor shall not claim forfeiture of contract by reasons of such changes by the BAA representative. If such changes increase or decrease the amount of the work or materials, the Contractor will be paid according to the quantity of product delivered at the prices established for such work under the contract. Any alterations or changes that diminish the scope of work or materials shall not constitute a claim for damages or for the loss of anticipated profits. Any alterations from the original job estimate provided by Contractor must be submitted in writing and must be approved by the designated BAA Representative.
- 4) Badging Requirements and Fees; Other Expenses: In order to perform Services on-site in secured areas of BAA's facilities, Company personnel are required to undergo a background check and obtain a BAA badge allowing them access to such areas. On completion of the Services, Company

06074845.1 4

personnel are required to turn their badges in to BAA's security department. Failure to return a badge on completion of Services will result in a fine in the amount of \$500. Company is responsible for paying all badging fees and all fines for badges not returned after the Services are completed. In connection with the provision of Services, Company may incur expenses to BAA or BAA may be charged for expenses of Company. Company will pay or reimburse BAA for such expenses within thirty (30) days after the date of the invoice. If BAA owes Company any fees on completion of the Services and any badging fees, fines or other expenses owed by Company are then due and payable, BAA will have the right to deduct and offset the badging fees, fines and other expenses from the fees then owed to Company. If there are no fees then due to Company, BAA will invoice and Company will pay the badging fees, fines and other expenses incurred within thirty (30) days after the date of the invoice.

- 5) Cure and Cover Clause: If a successful Contractor fails, or BAA concludes that there is a reasonable likelihood that the Contractor will not be able to timely perform its obligations under this RFQ and/or contract, BAA may (in addition to any other contractual, legal, or equitable remedies) proceed to take any of the following actions after five (5) days' written notice to the Contractor:

 (A) Withhold any monies then or next due to the Contractor; or (B) Terminate the contract and obtain the deliverables
- 6) All financial information must be presented in U.S. dollars.
- 7) 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.
- 8) 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.
- 9) 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:

Request for Quotes Schedule

06074845.1 5

RFQ Documents Available	4/8/2025
Questions due by	4/15/2025
Quote Due Date	4/21/2025
Target Award Date	April 2025

Quotes are due no later than **2:00 p.m.** Central Time on April **21, 2025**, 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@flybirmingham.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.

END OF REQUEST FOR QUOTES

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