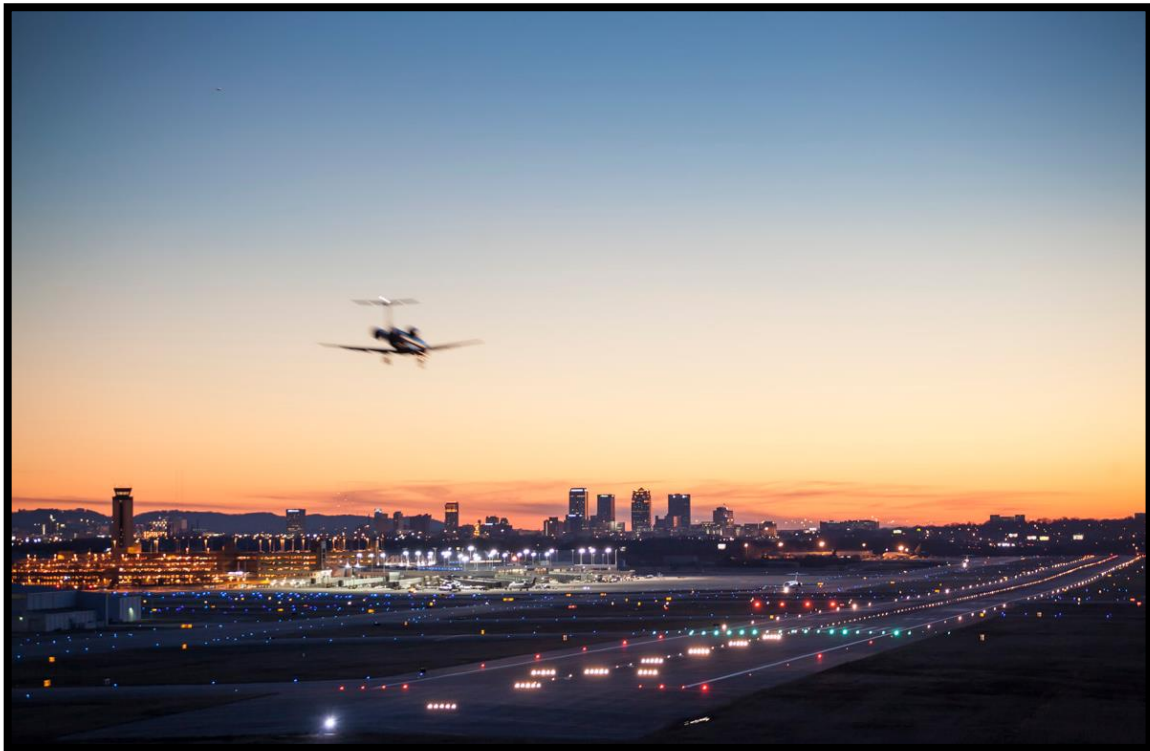


**Request for Qualifications (RFQ)  
Parking/RAC Program Consultant  
January 24, 2024**



**Birmingham Airport Authority  
Proposal Deadline of March 7, 2024**

## I. Introduction

### A. Project Description

This document serves as the Birmingham Airport Authority's ("BAA") request for qualifications ("RFQ") for a qualified firm (firms) to assess the current state of passenger/employee parking and rental car ready-return operations, and to establish a parking modernization program, and to determine best alternatives for rental car ready-return.

#### Background:

The Birmingham-Shuttlesworth International Airport ("BHM") is experiencing capacity constraints in both passenger parking, and rental car ready-return areas due to increased traffic volumes post pandemic. The Authority operates four primary parking areas that include a central parking garage, a remote economy lot, an overflow lot, and an employee parking lot. Additional overflow locations have been established during peak travel periods but are not equipped with a Parking Access Control Revenue System ("PARCS"). Capacity for parking is constrained in all existing facilities. BHM has four (4) Rental Car Operators with Rental car ready return located on a portion of the first floor in the central parking garage. Each rental car operator leases a portion of this area based on their market share at BHM. In addition to the ready return, BHM has an offsite Quick Turn-Around ("QTA") facility where each rental car operator has their own designated areas. In addition to capacity constraints, the operation and management of the rental car ready-return operations and the overall parking program has been identified as a shortfall in the overall passenger experience. Traffic volume and parking demand at BHM are expected to increase in the short and long term. To sustain the anticipated growth, the Authority needs to identify operational and management solutions for the parking and rental car operations.

The BHM parking modernization program has two primary goals: enhancing the customer parking experience and improving the operational efficiency of parking at BHM. Enhancing the customer experience includes, but is not limited to, identifying and providing the following types of amenities and services:

- Sufficient amounts of parking spaces and parking options for customers
- Advance notice of parking lot and parking spaces availability
- Parking guidance assistance within the garage
- Reservation systems for all public parking products
- Enhanced payment options and customer rewards programs
- Wayfinding improvements

In addition to the need for modernization, the current Parking Access and Revenue Control System (PARCS) has reached the end of its useful life and is no longer viable for future modernization programs. Additionally, the current management and operation of the parking program is through a management agreement that has expired. The management and operation of the parking program should be assessed to ensure the Authority implements a successful modernization program utilizing best practices in the industry.

The central parking garage is circular with seven levels containing approximately 5,306 parking spaces. The central parking garage supports the following parking products: hourly and daily

public parking, public oversized-vehicle parking, valet parking, employee parking for Authority and tenant managers, and rental car ready-return parking. Hourly parking and valet is located on level 3. The remaining floors are used for daily parking. Rental car ready return is located a portion of the first level containing 348 parking spaces. Public parking for oversized vehicles (vehicles over 6'2") is housed in the remaining portion of the first level of the garage, and contains 297 parking spaces. Valet transactions occur on the upper-level of the terminal curb while parking for valet vehicles is located in a nested area consisting of 321 spaces. This location requires the third-party valet operator to have full access to the hourly parking area and access to free-exit the garage. One manager for each terminal tenant is permitted one free parking pass in the garage consisting of 12 terminal tenant managers. There are an additional 96 parking access passes given without charge to certain essential Airport personnel and board members.

There is a separate garage entrance to the ready return area located adjacent to the main entrance to daily parking. Due to its infrastructure limits, capacity for expanding the ready-return area has been reached. BHM is located approximately 1 hour from the University of Alabama in Tuscaloosa, Alabama. During peak periods (key University of Alabama sporting events and key entertainment events in the city of Birmingham), rental car ready-return traffic backs up out of the parking garage and into vehicle driving lanes. This impacts public parking in the garage and affects the inbound roadway traffic heading to the terminal. Evaluation of new locations, or potential expansion opportunities must be identified. Additionally, improving the operation of the overall ready-return area is essential. Solutions to these issues must be identified in collaboration with the BHM rental car partners and in coordination with the overall comprehensive parking program.

Employee parking is located in a dedicated, 374 parking spaces lot just south of the terminal building. There is no charge for employee parking.

The remote economy lot is located approximately 1 mile from the terminal and is served by a shuttle bus. The current parking management company operates the shuttle bus program. The economy lot contains 478 parking spaces available for parking customers and airline commuters who share the shuttle bus service.

Official overflow parking consists of approximately 500 spaces located adjacent to the economy lot. When used, these spaces are accessed from within the economy lot. While this lot is designated as a formal overflow parking lot, there are other lots the Authority has used during high demand periods to accommodate overflow public parking. These extra areas do not have PARCS integration.

All parking locations at BHM are constrained due to increased demand. Additional locations and operational efficiencies must be identified. The Authority has a goal to be the best small-hub Airport in the country and expresses its willingness to consider traditional, innovative, and cutting edge technologies and solutions to meet the goals of improving the passenger experience and operational efficiencies in all capacities.

Scope of Work:

- 1) Analysis of the current conditions of public parking and ready-return operations.
  - a. Existing parking inventory data to include daily, hourly, oversized, economy (shuttle), valet, and overflow parking.
  - b. The current state of off-airport public parking.
  - c. Existing state of employee and commuter parking programs.
  - d. Identify space and infrastructure constraints for ready return.
  - e. Existing traffic volume data for all passenger parking, employee/commuter and ready return operations.
  - f. Understand parking utilization levels in facilities such as parking garage, economy/commuter lot, employee lots, and ready return area.
  - g. Identify priorities and inhibitors for ready return and parking facility enhancements.
  
- 2) Identify components of a parking modernization and passenger amenities program
  - a. Review existing rates and benchmark against key comparable airports. Recommend a schedule for rate adjustment that will coincide with and recover the cost of future parking improvements.
  - b. Assist the Authority in analyzing a potential parking guidance system that identify parking space availability for passengers. Recommend optimal products for application in the central parking garage. Understand opportunities, cost, schedule, and challenges for system implementation.
  - c. Investigate existing Airport public parking and rental car ready return wayfinding. Develop a wayfinding solution that assists the public with accessing public parking and rental car ready return in the parking deck.
  - d. Assist the Authority in identifying a parking reservation system for passengers to reserve parking spaces in all public parking areas. Understand opportunities, cost, schedule, and challenges for system implementation.
  - e. Investigate the potential opportunity for a parking rewards program as an addition to a parking reservation system for frequent BHM customers that can earn rewards for continued business. The purpose of the rewards program is to incentivize loyalty to the BHM Airport parking program. Understand opportunities, cost, schedule, and challenges for system implementation.
  - f. Assist the Authority in identifying the opportunity for progressive forms of payment technologies and methodologies associated with a new PARCS.
  - g. Understanding of demand for electric vehicle parking for passenger and rental car operators.
  - h. Prioritization and implementation schedule of the modernization program to ensure efficient use of investment opportunities.
  
- 3) Analysis of parking management and operational best practices
  - a. Explore all parking management formats and structures that allow the Authority to implement and operate a successful modernization program that is cost effective, that meets industry best practices and aligns with the Authorities mission and vision.
  - b. Investigate third-party valet parking management/operation to determine optimal solution for location, operation, systems, and rate structure.
  - c. Review management and operation of employee and commuter parking programs to include but not limited to location, rates, and services.

Recommend updates and alternatives to both programs to ensure alignment with the comprehensive parking program.

- 4) Investigate Parking Access Revenue Control Systems (PARCS) and implementation schedule.
  - a. Identify a revenue control system that can be implemented during the modernization program.
  - b. Identify requirements for a new PARCS. This includes but is not limited to features, infrastructure, customer support, and construction of systems.
  - c. Align PARCS with proposed management, staffing, and operational practices proposed for the modernized parking program as well as passenger amenities like the parking reservation system.
  - d. Provide a cost estimate and prioritization schedule associated with PARCS implementation.
  - e. As a potential second phase, create the scope of work for the recruitment of an Request for Qualifications (“RFQ”) for a new PARCS.
  
- 5) Identify alternatives for rental car ready-return operation.
  - a. Assess the rental car ready-return facilities and operations to identify solutions that enhance efficiency.
  - b. Recommendation alternate locations, facilities, operational formats, wayfinding, staffing requirements, cutting-edge options like autonomous or remote vehicle operations, etc. solutions to address inefficiencies.
  - c. Assist the Authority with collaboration with existing rental car operators on an efficient solution that integrates with all existing users.
  - d. Establish potential future development opportunities for new rental car entrants.

**Related Research:**

BHM conducted a parking study in 2021 that was part of a comprehensive land redevelopment program. The study provided a high-level inventory of the parking facilities and ready return operation. The report also provided recommendations on parking and ready return utilization, rates, and capacity issues experienced at that time. See Exhibit B for a copy of the draft report.

**B. General Terms of Agreement**

- i. **Term of Agreement:** The term of any agreement resulting from this RFQ (the “Agreement”) shall be for one (1) year.
- ii. **Compliance with Laws:** Firm shall obtain and maintain all licenses, permits, and liability insurance, and maintain compliance with any other federal, state, or local requirements during the term of the Agreement with BAA and in submitting a proposal in response to this RFQ (the “Proposal”).
- iii. **Default:** Any Agreement made between BAA and Firm can be cancelled by BAA in whole or in part via written notice, upon Firm’s non-performance or violation of Agreement terms. Firm will be given fifteen (15) days to rectify the non-performance or violation. An award may be made to the lowest quoting Firm for the services specified. Failure to rectify non-

performance or violation will result in termination of the Agreement. Firm shall be liable for costs to BAA in excess of the defaulted Agreement prices. Firm shall continue performance under the Agreement to the extent any part is not terminated for uncured default.

- iv. **Cure and Cover Clause:** If a Firm fails, or BAA concludes that there is a reasonable likelihood that Firm will not be able to timely perform its obligations under the Agreement, BAA may (in addition to any other contractual, legal, or equitable remedies) proceed to take any of the following actions after fifteen (15) days' written notice to Firm: (a) withhold any monies then or next due to Firm; or (b) terminate the Agreement and obtain the marketing services (or equivalent) or portion thereof (or equivalent) from a third party, pay the third party for the same, and withhold the amount so paid from any money then or thereafter due to Firm and hold Firm liable for any amounts paid to the third party (or parties) to the extent that withholding payments to Firm does not cover BAA's cost of cover.
- v. **Termination of Agreement:** In addition to any other rights and remedies allowed by law, BAA may terminate the 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 Firm of such termination and specifying the effective date of termination. Termination of the Agreement as provided shall release BAA from any fees to be paid to Firm for services performed after the date of termination. BAA shall pay Firm any unpaid fees earned for services performed in accordance with the Agreement prior to the effective date of termination.
- vi. **Add/Delete Items:** During the term of the Agreement, items and/or services may be added to and/or deleted from the Agreement upon written agreement between Firm and BAA.
- vii. **No Exclusivity:** The Agreement will not give Firm any exclusive right to perform marketing services for BAA. BAA reserves the right to obtain outside estimates for marketing services provided under the Agreement when it is not in the best interest of BAA.
- viii. **Indemnification:** Firm will undertake and agree, in the Agreement, to indemnify and hold harmless BAA and any and all of its Board Members, officers, and employees from and against all suits, causes of action, claims, losses, demands, and reasonable expenses, including but 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 reason of the performance of the Agreement to the extent caused by the negligent performance of services under the Agreement on the part of Firm, or any of Firm's sub Firms, employees, or anyone for whom Firm is responsible under the Agreement. THERE IS NO EXPECTATION OF ANY INDEMNIFICATION BEING PROVIDED TO FIRM BY BAA. Firm is hereby advised of the statutory immunity from tort claims applicable to BAA and its directors, which is contained in Section 4-3-50 and 4-3-47(2) of the Code of Alabama, 1975.
- ix. **Nondiscrimination:** The Nondiscrimination Requirements set forth in [Appendix B](#) attached hereto will be a part of any Agreement and this RFQ.

### C. General Terms of the RFQ

- i. **Terms and Conditions:** Firm agrees to abide by all the terms and conditions contained in this RFQ. Any exceptions to the requirements of or terms and conditions for this RFQ shall

- be noted in writing, with detailed explanation, and included in the Proposal. Firm acknowledges that taking exceptions to this RFQ may cause the Proposal to be rejected.
- ii. **Discussions and Questions:** All questions must be submitted in writing and directed to BAA's VP of Procurement at [eseoane@flybhm.com](mailto:eseoane@flybhm.com) in order to be considered. Firm shall not attempt to discuss any aspects of this RFQ with any other party except for the recipient at the email address described in this RFQ. No verbal agreements will be considered during the proposal process. BAA reserves the right to reject the Proposal of any Firm violating this provision.
  - iii. **Completeness:** All requested information and required forms must be completed, signed, and submitted with the Proposal to constitute a proper Proposal. The entire package must be complete with all required forms, signatures, and information. Failure to complete or comply with any part of the specifications or requirements in this RFQ may constitute a basis of rejection. It is within the right of BAA to reject any or all Proposals resulting from this RFQ.
  - iv. **Errors:** Firm or its authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Proposals. Firm is cautioned not to obliterate, erase, or strike-over any printed material as set forth in this RFQ. In quoting prices, wherever Firm has made an error and has corrected, all such corrections should be initialed by the person signing the Proposal. If errors occur in the extension of prices in the Proposal, the unit prices shall govern. Failure to comply with this provision may result in rejection of Firm's Proposal. All documents submitted must be legible.
  - x. **Changes/Modifications:** No changes or modifications shall be made by Firm to any BAA forms without the approval of BAA. If changes or modifications are made without the approval of BAA, Firm's Proposal may be rejected.
  - xi. **Reimbursement:** BAA will not reimburse Firm for any costs associated with the preparation and submission of any Proposal or for any travel and/or per diem costs incurred.
  - xii. **Submitted Material:** All requests, responses, inquiries, or correspondence relating to or referencing this RFQ, submitted by Firm, shall become the property of BAA when received. Once an award is made, all excess copies of Firm's Proposal may be destroyed at Firm's request.
  - xiii. **Disclaimer:** This is a Request for Proposal. This is not an offer or contract. The submission of a Proposal in response to this RFQ does not impose any legal obligations upon BAA, nor does it create any contractual or quasi-contractual relationship between BAA and any Firm. BAA reserves the right to reject or disregard any or all Proposals, to negotiate with any or all Firms, and/or to enter an Agreement or Agreements with any Firm or Firms for any or all of the services described herein. BAA is not obligated to respond to any statement or Proposal. This RFQ is subject to errors, omissions, modifications, withdrawal, or cancellation without notice.
  - xiv. **Reserved Rights:** BAA reserves the right (a) to reject any or all Proposals or any part thereof; (b) to waive any irregularities and/or technicalities on the Proposals; (c) to accept the Proposal that is in the best interest of BAA; (d) to obtain clarification or additional information for any Proposal; (e) to reject any Firm who has previously failed to perform properly or complete on time any services for BAA; and (f) to reject any Firm whom investigation shows is not in a position to perform the services as specified in this RFQ.

## II. Special Conditions

- i. **Minority Business:** BAA encourages all Minority Business Enterprises (MBE), and Woman Owned Enterprises (WBE) to participate in responding to this RFQ. BAA has a MBE/WBE participation goal for the scope of work associated with this RFQ of three percent (3%) (the “MBE/WBE” Participation Goal”).
- ii. **Changes and Alterations:** BAA reserves the right to make reasonable changes to this RFQ as may be necessary due to changing conditions.
- iii. **Basis of Award:** The basis of evaluation will be the best value considering price and Firm’s ability to meet or exceed BAA’s specifications and requirements. The Agreement is subject to be awarded to the most responsive and responsible Firm whose Proposal is evaluated to be the most advantageous to BAA considering price and other factors.
- iv. **Insurance:**
  - A. The Firm, for the protection and benefit of the Owner and any and all of its partners, officers, directors, shareholders, beneficiaries, agents and employees (collectively, the “Indemnitees”) and in satisfaction of the Firm’s obligations, shall specifically procure, pay for, and maintain, in full force and effect until final payment (unless otherwise designated), at no expense to the Owner, policies of insurance to be written by an insurer approved by the Owner, who is lawfully authorized to do business in the State in which the Project is located and which shall, as a minimum, afford the types and limits of coverage set forth in **Exhibit A** hereto. 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). All such insurance policies shall provide that coverage is primary and non-contributory, include a waiver of subrogation and provide 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. The additional insureds provision shall read: Birmingham Airport Authority, City of Birmingham, Alabama and their respective directors, council members, agents and employees.
  - B. The Firm shall provide the Owner with copies of the insurance policies or certificates evidencing that the required coverages are in place. 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 not issued on an occurrence basis, such insurance coverages are required to remain in force after the termination or expiration of this Contract. If such insurance coverages are required to remain in force after the expiration or termination of this Contract, an additional certificate evidencing continuation of such coverage shall be submitted prior to final payment to the Firm. If the Firm’s coverage is written on a claims-made basis, the Firm shall also provide tail coverage to include claims made after the completion of the Work for the required statute of repose. In the event the Firm fails to furnish the Owner with evidence of insurance and maintain the insurance as required, the Owner 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 the Firm, and the Firm agrees to promptly reimburse the Owner for the cost thereof. Payment shall be made within thirty (30) days of invoice date. If the Firm has any subFirm performing any of the Work, the subFirm is subject to the same insurance requirements outlined in this Exhibit A unless waived or reduced by the Owner. The Firm is advised of the statutory



immunity from tort claims applicable to the Owner and its directors, which is contained in § 4-3-50 and § 4-3-47(2) of the Code of Alabama, 1975.

### III. Submittal Requirements

#### A. Selection Process and Criteria

This is a best value procurement process. This method is defined as “a procurement process where price and other key factors can be considered in the evaluation and selection process of a Firm for the requested services.”

BAA’s selection committee will review all responsive Proposals based on the criteria below and create a ranking of Firms.

To be deemed responsive, Firm must provide appropriate detail to demonstrate satisfaction of each criterion and compliance with the performance provisions outlined in this RFQ. Firm’s Proposal will be the primary source of information used in the evaluation process. Proposals must contain information specifically related to the requested services. Failure to submit any information requested may result in the elimination of the Proposal from further evaluation and consideration. The evaluation will be based on the following criteria:

- i. Firm’s capability to perform all aspects of the scope of work.
- ii. Firm’s proposed approach to the services at the BHM Airport.
- iii. Firm’s recent experience in performing similar services.
- iv. Firm’s commitment to the MBE/WBE Participation Goal.
- v. Firm’s proposed cost.

Short-listed Firms may be interviewed. However, BAA reserves the right to select the Most Valued Firm based solely upon the Proposal if the Proposal has the requested information. Once BAA determines the highest ranked Firm, BAA will engage in negotiations with Firm for an Agreement for the services.

#### B. Project Proposal

Please submit three (3) hard copies and one (1) electronic copy (via USB flash drive) of your proposal plan to the address below.

Contact: Ed Seoane, Vice President of Purchasing  
E-mail: [eseoane@flybhm.com](mailto:eseoane@flybhm.com)  
Address: Birmingham Airport Authority  
5900 Messer Airport Highway Birmingham, AL 35212

Deliveries can also be made in-person to the BAA Office located on the ground level of the Terminal Building (located at the above address).

All questions associated with this RFQ must be submitted in writing via e-mail to Ed Seoane, Vice President of Purchasing, at [eseoane@flybhm.com](mailto:eseoane@flybhm.com) by the deadline identified for questions/clarifications (see timeline).

Project proposals shall remain valid for one hundred eighty (180) days from the submission deadline. By submission of a bid/quote, Vendor agrees that its bid/quote is valid for one hundred eighty (180) days from the submission deadline.

C. Project Proposal Format

- i. **Firm Overview and Capability to Perform All Aspects of the Scope of Work:** Detail the overall structure of Firm and any unique operating characteristics that may enhance Firm’s ability to provide the requested services. This should include but is not limited to: relevant services provided by Firm, office locations, and total number of employees providing relevant services.
- ii. **Recent Firm Experience in Performing Similar Services:** Discuss relevant services completed at other comparable facilities within the past five (5) years. . This should include, but is not limited to: location, start and completion date, description of services provided, outcome of services provided, quality of services provided, and applicability to BAA’s proposed scope of work. Identify Firm’s role as either a primary Firm or sub Firm and Firm’s specific contribution to the task. A point of contact for the project’s owner must also be included. BAA may contact such references, as necessary.
- iii. **Proposed Scope of Work and Approach to Performing the Services:** Discuss the scope of work and how Firm will provide the desired services. Detail how Firm will perform quality control throughout the Agreement term. Identify Firm’s plan for communication with BAA throughout the Agreement term.
- iv. **MBE/WBE Participation:** Provided detailed breakdown of any MBE/WBE firms that will be utilized during the term of the Agreement.
- v. **Cost Proposal:**

D. Tentative RFQ Timeline

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

RFQ Posted	January, 24,2024
Pre-Submittal Meeting and site visit 9:00 AM CT	February 15, 2024
Deadline for Proposal Questions/Clarifications	February 22, 2024
Proposal Deadline	March 7, 2024
Firm Recommendations / Award of Agreement Date	April 2024

### Mandatory Pre-Submittal Meeting and Site Visit

A **mandatory** pre-submittal meeting is scheduled for February 15, 2024 at 9:00 AM (Central Time) in Meeting Room A, Lower Terminal Lobby (south end near Entry Door 4L) Note Single use Parking Deck validations will be provided to attendees at the meeting. A site visit to the project area will be available, **immediately after the pre-submittal meeting**. All attendees who plan to attend the meeting must RSVP to Ed Seoane at [eseoane@flybhm.com](mailto:eseoane@flybhm.com) by close of business February 12, 2024.

## APPENDIX B

### NONDISCRIMINATION REQUIREMENTS Federal Aviation Administration Required Provisions

A. **Civil Rights – General.** Firm agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Firm transfers its obligation to another, the transferee is obligated in the same manner as Firm.

This provision obligates Firm for the period during which the BAA remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

B. **Civil Rights – Title VI Assurances – Compliance with Nondiscrimination Requirements.**

1. **Compliance with Regulations:** Firm will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** Firm, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subFirms, including procurements of materials and leases of equipment. Firm will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by Firm for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subFirm or supplier will be notified by Firm of Firm's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** Firm will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the BAA or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Firm is in the exclusive possession of another who fails or refuses to furnish the information, Firm will so certify to the BAA or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of Firm's noncompliance with the non-discrimination provisions of this contract, the BAA will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - (a) Withholding payments to Firm under the Agreement until Firm complies; and/or
  - (b) Cancelling, terminating or suspending the Agreement, in whole or in part.
6. **Incorporation of Provisions:** Firm will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Firm will take action with respect to any subcontract or procurement as the BAA or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Firm becomes involved in, or is

threatened with litigation by a subFirm, or supplier because of such direction, BAA may request Firm to enter into any litigation to protect the interests of the BAA. In addition, Firm may request the United States to enter into the litigation to protect the interests of the United States.

7. **Civil Rights – Title VI Clauses for Use/Access to Real Property.** Firm for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Airport, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Firm will use the premises in compliance with all other requirements imposed by or pursuant to the List of Pertinent Nondiscrimination Acts And Authorities in Paragraph C below.

In the event of breach of any of the above nondiscrimination covenants, the BAA will have the right to terminate the Agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Agreement had never been made or issued.

**C. Title VI List of Pertinent Nondiscrimination Acts and Authorities.** During the performance of this Agreement, Firm, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. **Title VI of the Civil Rights Act of 1964** (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. **49 CFR part 21** (Non-discrimination in Federally-assisted programs of the Department of Transportation — Effectuation of Title VI of the Civil Rights Act of 1964);
3. **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970** (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. **Section 504 of the Rehabilitation Act of 1973** (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. **The Age Discrimination Act of 1975**, as amended (42 USC § 6101 *et seq.*), (prohibits discrimination on the basis of age);
6. **Airport and Airway Improvement Act of 1982** (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. **The Civil Rights Restoration Act of 1987** (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Firms, whether such programs or activities are Federally funded or not);
8. **Titles II and III of the Americans with Disabilities Act of 1990**, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
9. **The Federal Aviation Administration’s Nondiscrimination statute** (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations**, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
11. **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency**, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
12. **Title IX of the Education Amendments of 1972**, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

D. **DBE.** Firm acknowledges that the provisions of 49 CFR, Part 23, Disadvantaged Business Enterprises ("DBE"), as such regulations may be amended, and such other similar regulations as may be enacted, may be applicable to the activities of Firm at the Airport, unless exempted by said regulations, and by choosing to operate at the Airport, Firm shall be deemed to have agreed to comply with the regulatory agencies, in reference thereto. These requirements may include, but not be limited to, compliance with DBE participation goals, the keeping of certain records of good faith compliance efforts, which would be subject to review by the various agencies, the submission of various reports and, if so directed, the contracting of specified percentages of goods and services contracts to DBEs.

**EXHIBIT A**

**BAA FIRM INSURANCE REQUIREMENTS  
(NON-AIRSIDE SERVICES)**

<b><u>Type of Coverage</u></b>	<b><u>Minimum Limits</u></b>
<b>Worker's Compensation</b>	Statutory
<b>Employee's Liability</b>	\$1,000,000 Each Accident
\$1,000,000 Disease – Policy Limit	
\$1,000,000 per Employee	

**Requirements:**

1. Voluntary Compensation Endorsement
2. Waiver of Subrogation

<b>General Liability</b>	\$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:**

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 Firm's indemnification obligations

<b>Business Automobile</b>	\$2,000,000 per occurrence combined limit for bodily injury liability and property damage
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**Requirements:**

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

<b>Umbrella</b>	\$5,000,000
<b>Builder's Risk Policy</b>	Amount of Project
	<ol style="list-style-type: none"> <li>1. Firm provide coverage for Firm'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</li> <li>2. Coverage shall insure interest of Owner and Firm</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 Firm as their interest may appear</li> <li>5. Coverage includes flood and earth movement</li> <li>6. Per Project Aggregate</li> </ol>
<b>Pollution Policy</b>	\$1,000,000 <i>(Depending on project)</i>
<b>Professional Liability</b>	\$1,000,000 <i>(Depending on project)</i>