### **Request for Quote**

**Restriping Entrance, Exits and Lower-Level Curbs** 





Birmingham Airport Authority March 20, 2025

06074845.1

### **The Opportunity**

### Purpose

The Birmingham Airport Authority (the "Authority") is requesting quotes for Restriping the entrance, exits and lower-level curbs for The Birmingham Airport located at 5900 Messer Airport Highway Birmingham, AL 35212.

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.

### **Procedures and Requirements**

### **Pre-Submittal Inquires**

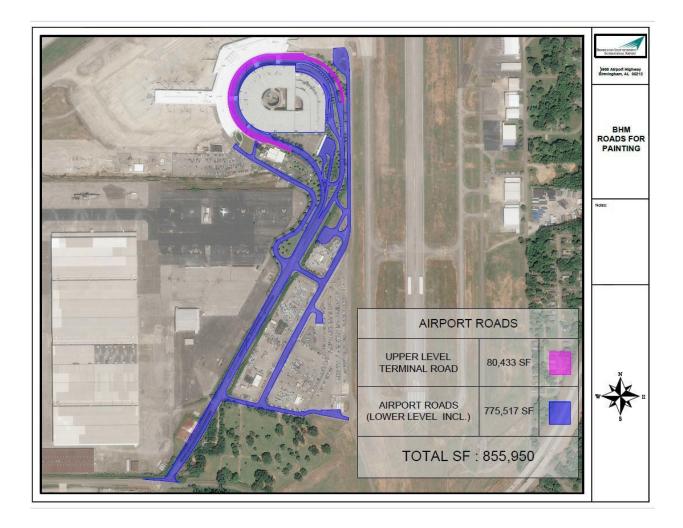
Inquiries relative to this RFQ are only to be submitted in writing via e-mail to <u>eseoane@flybhm.com</u>, no later than the date for "Written Inquiries Accepted Through" set forth in Exhibit 2 Request for quote schedule of the RFQ, which date is ten (10) business days prior to the close of this RFQ (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 <u>www.flybhm.com</u>.

### **Scope of Work:**

Restripe all areas as specified (see drawing below) Entrance, exits and lower-level curbs. Glass beads only. Pressure wash the front entrance curbing on both levels and provide surface preparation for all markings. Sweep up all paint chips. Provide recommendations if any markings need to be removed or replaced. All work will need to be done at night and scheduled through the Authority.



### **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 <u>eseoane@flybirmingham.com</u>.

### **Selection Process/Criteria**

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

- 1. Detail on how the scope of work will be carried out
- 2. Timeline
- 3. Total Cost (Pricing should be valid for 3 month)
- 4. Payment terms
- 5. Warranty

### **General Terms and Conditions**

#### 1) <u>The Authority reserves the right to:</u>

- 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 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 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) 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.
- 7) 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.
- 8) 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 below:

Request for Quotes Documents Available	March 20, 2025
Written Inquiries Accepted Through	March 28, 2025
Quote Due Date	April 7, 2025
Target Award Date	April

Quotes are due no later than **2:00 p.m. Central Time on April 7, 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: <u>eseoane@flybirmingham.com</u>.

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.

# Exhibit A Non-Airside Insurance

#### **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.

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 Contraction. 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.

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's 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. 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 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 <u>NON-AIRSIDE</u> PROJECT COVERAGE

Type of Coverage	Minimum Limits	
Worker's Compensation	Statutory	
Employee's Liability	\$1,000,000 Each Accident	
	\$1,000,000 Disease – Policy Limit	
	\$1,000,000 per Employee	
<b>Requirements:</b>		
	<ol> <li>Voluntary Compensation Endorsement</li> <li>Waiver of Subrogation</li> </ol>	
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> <li>XCU Perils Coverage</li> <li>Completed Operations Extended 3 Years</li> <li>Broad Form Property Damage</li> <li>Fellow Employee Coverage</li> <li>Primary &amp; Non-Contributory</li> <li>Waiver of Subrogation</li> <li>30 Days Notice of Cancellation to Certificate Holder</li> <li>CG2010 and CG2037 Endorsements</li> <li>Contractual Liability applicable to Contractor's indemnification obligations</li> </ol>	
Business Automobile	\$2,000,000 per occurrence combined limit for bodily injury liability and property damage	
Requirements:		
	<ol> <li>Covers owned, non-owned and hired autos</li> <li>Primary &amp; Non-Contributory</li> <li>Waiver of Subrogation</li> <li>30 Days Notice of Cancellation to Certificate Holder</li> </ol>	
Umbrella	\$5,000,000	
Builder's Risk Policy	Amount of Project	
	<ol> <li>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</li> <li>Coverage shall insure interest of Owner and Contractor</li> <li>Provide Replacement Cost</li> <li>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> <li>Coverage includes flood and earth movement</li> </ol>	

6. Per Project Aggregate\$1,000,000 (Depending on project)\$1,000,000 (Depending on project)

Pollution Policy Professional Liability



# Birmingham-Shuttlesworth International Airport Badging Information and FAQs

Version 1.0



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### Section 1 – General Information and Purpose

The Birmingham-Shuttlesworth International Airport, hereafter referred to as BHM, and its governing organization, the Birmingham Airport Authority, hereafter referred to as BAA, is an airport regulated under Title 49 CFR §1542 – Airport Security and is required to issue identification media to individuals seeking unescorted access authority in regulated areas.

The BAA staffs a badge office that provides services to stakeholders and airport contractors for the purposes of undergoing the application for, issuance of, and renewal of identification media (badges).

This guide serves to familiarize you and your organization with the basic requirements of requesting ID badges from BHM and the steps to establish the authority to make those requests through the airport's badging office.

This guide is not all-inclusive, and its contents are subject to change at any time at the BAA's discretion or as regulation changes require its contents to change.

The Birmingham Airport Authority reserves the right to control the issuance of and possession of its issued identification media where regulations permit its discretion to do so. Access to the BHM airport is a privilege, not a right, and the BAA exercises its right as the airport operator to refuse ID media issuance to an applicant as it deems necessary for the safe and secure operation of BHM.

The BHM Airport Security Coordinator is the final authority on both the determination of issues involving access control at the airport as well as the airport's overall security.

Questions referencing this guide and its contents should be directed to Joseph Doane, the BAA's Badging Administrative Coordinator and Alternate Airport Security Coordinator at <u>jdoane@flybhm.com</u> or (205) 599-0817.



### Section 2 – Requesting ID Media from BHM Airport

Organizations must establish an operational need to request access media from the airport's badging office. This is accomplished by contacting the airport's badging office and making the initial request to establish signatory authority.

Signatory authority, or authorized signers, are the individuals responsible for working with the airport's badging office for the sponsorship of organizational employees seeking ID badges.

The badging office, upon receiving this request, will contact the entity who can provide evidence of the organization's operational need for access to the airport. In example, for a construction company contracting to the Birmingham Airport Authority, the badging office would contact the BAA's Planning department to verify the contractor's operational need.

This is not specific to the BAA, however, as stakeholders may also provide legitimacy to the requests of parties not in formal agreements directly with the airport (such as concessionaire companies contracting firms to provide their restaurants with remodeling).

Once the badging office has verified the organization's operational need for access, badging personnel will assist the company's point of contact with establishing signatory authority.

The badging office will:

- Provide the organization with a copy of the compliance agreement for requesting ID media from the airport and assist them with drafting a request letter that names the organization's individual, authorized signatories.
- Assist the named signatories with undergoing the application process for badging. Once approved, the badging office notifies the new signatories that they are approved for ID badges and assists them with undergoing training and formal ID issuance.
- Provide specific instructions to their authorized signatories as to their roles and responsibilities and begin processing organizational employees, as necessary, to undergo the airport badging process.



### **Section 3 – General Requirements**

Each applicant requesting ID media from BHM will need to provide a completed application for the type of access that they are requesting that has been endorsed by their authorized signatory. The applicant will, after establishing an appointment with the airport's badging office, report to for their appointment with their completed application and identification from Form I-9's lists of acceptable documents.

Applications for ID badges are conducted on an appointment basis.

Applicants undergo a background check process that consists of either a fingerprint-based Criminal History Records Check or a basic threat assessment. Once the applicant has been adjudicated and a determination has been made whether the airport will issue an ID badge to the applicant, the badging office contacts the organization's signatories to advise them of the applicant's approval.

Badges are issued to employees on an appointment basis.

Applicants who are approved undergo training required for their access level and they are issued ID upon successful completion of their training.

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Each ID badge issued by BHM has an expiration date associated with it. Each badge holder for BHM is required to keep their ID badge in a current, unexpired state if they are employed with the organization who sponsored them, and they have an ongoing need for access to the airport.

Badges are renewed on an appointment basis within the month that they expire and function the same way that an initial application for an ID badge is conducted. Current badge holders seeking to renew their IDs will have to provide the badging office with a completed application that has been endorsed by their authorized signatory and provide it, along with two forms of ID from Form I-9's list of acceptable documents in conjunction with their expiring badge to renew.



Section 4 – Costs Associated with Badging

The table on the next page provides costs associated with badging at BHM, along with other costs associated with penalties involving airport access.



### BHM Airport Badging Rates and Fees

Effective July 1, 2023

Service	Cost
Badge Issuance	\$25.00
Background Check (SIDA or Sterile)	\$35.00
Background Check (Public or AOA)	\$8.00
Replacement IDs for Negligent Damage/Loss	1 <sup>st</sup> - \$100.00
	2 <sup>nd</sup> - \$200.00
	3 <sup>rd</sup> or more - \$300.00
Replacement CyberKey	1 <sup>st</sup> - \$100.00
	2 <sup>nd</sup> - \$150.00
	3 <sup>rd</sup> or more - \$200.00

Penalty	Cost
Late Badge Renewals	1 <sup>st</sup> - \$50.00
	2 <sup>nd</sup> - \$75.00
	3 <sup>rd</sup> or more - \$100.00
Unreturned ID Media	\$500.00 / non-refundable
Citations (Security, Safety, et-cetera)	1 <sup>st</sup> - \$100.00
	2 <sup>nd</sup> - \$200.00
	3 <sup>rd</sup> or more - \$300.00
Audit Non-Response	\$100/daily
Lock and Key Violation(s)	\$500.00, then \$100.00/daily if non-compliant



### Section 5 – Frequently Asked Questions

### **Q:** How long does it take for a badge to be approved?

Badges are approved as the office can process them. Badging timelines are not defined and could take as long as 30 calendar days for an applicant to receive an approval. Background investigations are multi-faceted and may take additional work to complete.

### Q: What identification is acceptable for applicants seeking ID badges?

Identification acceptable to the airport's badging office is listed on Form I-9's lists of acceptable documents. Each applicant is required to provide the airport with two forms of identification that:

- Provides for their identity and work authorization in the United States and/or proof of US citizenship. This is accomplished with one List A document paired with a List B or C document, or one List B document with one List C document.
- One of the two forms of identification must be a photo ID issued by a government entity, such as a US Passport or state driver license or identification.
- The identification provided for this purpose must be original or certified copies of original documents and must be unexpired if they contain an expiration date.
- Identification must relate to its bearer, i.e., photos must match the appearance of the applicant and names should match across documents where applicable.

**Note:** Foreign-born applicants must provide proof of legal status or citizenship gained in the United States.

### Q: What happens if an applicant is denied?

Applicants are notified that they have been denied issuance by the airport's badging office. The authorized signatories sponsoring them are also notified.



### Q: What is a disqualifying offense?

A disqualifying offense is any criminal activity that has resulted in an arrest, followed by a conviction. For the purposes of a conviction, any plea of no contest or a plea of guilt by reason of insanity also constitutes a conviction. Disqualifying convictions are included on the application and enumerated in **49 CFR §1542.209(d)**.

### Q: What are the badge office's hours?

*The badge office operates Monday – Friday, 8:00 AM until 4:00 PM CST. The office recognizes holidays in accordance with the City of Birmingham's holiday schedule.* 

### Q: How do I make an appointment for the badging office?

Appointments can be made by visiting the airport's website at <u>www.flybirmingham.com/badging</u>.

### Q: Are there limits to how many badges my organization can have?

There are no defined limits to the number of badges an organization may have. The organization need only have a legitimate, operational need for access it requests for the purpose of their business at the airport.

### Q: Can the badge office provide us with background checks for our employees for the purposes of our employment decisions?

*No. BHM* is prohibited from disclosing the contents of or existence of any record(s) to anyone other than the individual the information pertains to.

## Q: The badge office sent a letter to one of my applicants. What should my applicant do?

If the airport needs to communicate directly with an applicant pertaining to their application, it will do so through USPS certified mail. The applicant should follow the instructions detailed in the letter.