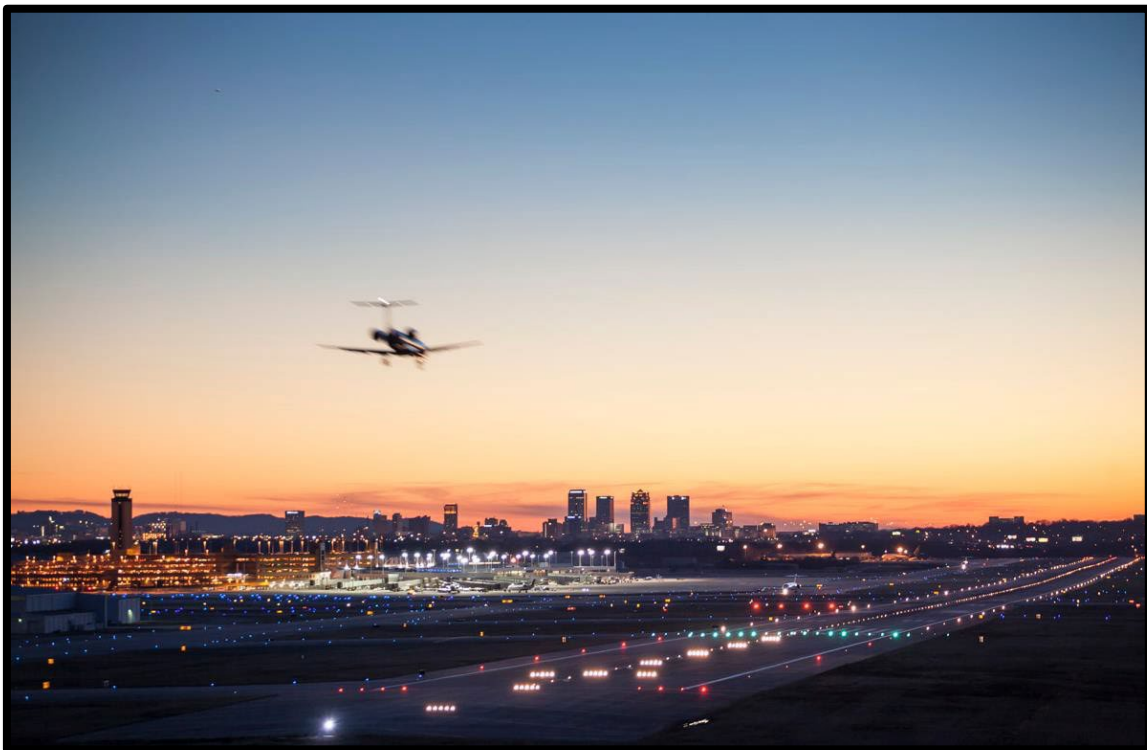


Request for Proposal (RFP)

Removal and Installation of Uninterruptible Power Supply for TSA Checkpoint



Birmingham Airport Authority
March 2025

I. Introduction

A. Project Description

The Birmingham Airport Authority (“BAA” or “Authority”) is requesting proposals (RFP) to remove and install an Uninterruptible Power Supply for a new TSA Checkpoint at the Birmingham-Shuttlesworth International Airport located at 5900 Messer Airport Highway, Birmingham, AL (the “**Airport**”).

The goal of this procurement effort is to enter a contract with the best-valued Contractor to perform the services and work described in this RFP.

B. Proposed Scope of Work

See Exhibit 1.

C. Term of Agreement

The term of the agreement resulting from this RFP shall be one year.

II. General Terms of the RFP

- i. **Terms and Conditions:** Contractor agrees to abide by all the terms and conditions contained in this RFP. Any exceptions to the requirements of this RFP, or the BAA’s terms and conditions of this RFP, shall be noted in writing, with detailed explanation, and included with the RFP submittal. The Contractor acknowledges that taking exceptions to this RFP may subject the response submittal to be rejected.
- ii. **Discussions and Questions:** All questions must be submitted in writing and directed to the Birmingham Airport Authority (BAA) Department of Purchasing at eseoane@flybhm.com to be considered. The Contractor shall not attempt to discuss any aspects of the request with any other party except for the email address described in this RFP. No verbal agreements will be considered during the proposal process. BAA reserves the right to reject the proposal of any Contractor violating this provision.
- iii. **Completeness:** All requested information and required forms must be completed, signed, and submitted with this document to constitute a proper proposal. The entire package must be complete with all required forms, signature, and information. Failure to complete or comply with any part of the specifications or requirements in this RFP may constitute a basis of rejection. It is within the right of the BAA to reject any RFP submittal in this solicitation document.
- iv. **Errors:** Contractors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Contractors are cautioned not to obliterate, erase, or strike-over any printed material as set forth in this RFP. In quoting prices, wherever Contractor has made an error and has corrected, all such corrections should be initialed by the person signing this RFP. If errors occur in the extension of prices in the RFP, the unit prices shall govern. Failure to comply with this provision may result in rejection of Contractor’s submittal. All documents submitted must be legible.

- v. **Changes/Modifications:** No changes or modifications shall be made to any BAA forms without the approval of the BAA. If changes or modifications are made without the approval of BAA, the proposal submitted by the Contractor may be rejected.
- vi. **Compliance with Laws:** The Contractor shall obtain and maintain all licenses, permits, liability insurance, and workman's compensation insurance, and maintain compliance with any other federal, state, or local requirements during the term of the contract with BAA and in submitting a proposal.
- vii. **Specifications:** Whenever mention is made of any article, material, or workmanship to be in accordance with any laws, ordinances, codes, regulations, etc., these requirements shall be construed to be the minimum requirements of these specifications.
- viii. **Quality:** All materials used for the manufacture or construction of any supplies, materials, equipment, or service shall be new unless otherwise specified. All materials shall be of the best quality, and of the highest grade of workmanship, and meet the specifications in this document. Materials or service must comply with all applicable Federal, State, or OSHA requirements.
- ix. **Acceptance of Material:** The materials delivered shall remain the property of the Contractor pending physical inspection and acceptance to the satisfaction of the BAA. In the event the material supplied to BAA is found to be defective or does not conform to specifications, the BAA reserves the right to cancel the order upon written notice to the Contractor and return the product(s) to the Contractor at the Contractor's expense, and to invoke the provisions of the section titled "Default".
- x. **Default:** Any contract made between BAA and the Contractor can be cancelled by the BAA in whole or in part via written notice, upon the Contractor's non-performance or violation of contract terms. An award may be made to the lowest quoting Contractor for material or services specified, and purchases may be made on the open market. The defaulting Contractor shall be liable for costs to BAA more than the defaulted contract prices. The Contractor shall continue the performance of the contract to the extent any part is not terminated under the provisions of this clause.
- xi. **Guarantee:** The Contractor shall unconditionally guarantee the materials and workmanship on all materials and/or services for the Contractor's specified guaranteed period, unless otherwise stated. Within the guarantee period, if any defects occur which are due to faulty material and/or services, Contractor shall repair, replace, and/or adjust such faulty material and/or services to the complete satisfaction of the BAA. These repairs, replacements, or adjustments shall be made only at a time less detrimental to the operation of the BAA.
- xii. **Add/Delete Items:** During the term of the contract, items and/or services may be added and/or deleted to the contract upon agreement between the successful Contractor and BAA.
- xiii. **Reimbursement:** The BAA will not reimburse the Contractor for any costs associated with the preparation and submittal of any RFP response, or for any travel and/or per diem costs that are incurred.
- xiv. **Submitted Material:** All requests, responses, inquiries, or correspondence relating to, or in- reference to this document submitted by Contractors shall become the property of the BAA when received. Once an award is made, all excess copies at the Contractor's request may be destroyed.
- xv. **Outside Estimates:** The BAA reserves the right to obtain an outside estimate, or to have the product or service provided outside of this contract when it is in the best interest of the BAA.

- xvi. **Disclaimer:** This is a Request for Proposal. This is not an offer or contract. The submission of a proposal in response to this process does not impose any legal obligations upon BAA, nor does it create any contractual or quasi-contractual relationship between BAA and any Contractor. BAA reserves the right to reject or disregard any or all proposals, to negotiate with any or all Contractors, and/or to enter a contract or contracts with any Contractor or Contractors for any or all of the services described herein. BAA is not obligated to respond to any statement or proposal. This RFP is subject to errors, omissions, modifications, withdrawal, or cancellation without notice.
- i. **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 Contractor who has previously failed to perform properly or complete on time any services for BAA; and (f) to reject any Contractor whom investigation shows is not in a position to perform the services as specified in this RFP.
- ii. **Nondiscrimination:** The Nondiscrimination Requirements set forth in Appendix B attached hereto will be a part of any Agreement and this RFP.

III. Special Conditions

- i. **Minority Business:** The BAA encourages all certified Minority Businesses (MBE) and Women Owned Businesses (WBE) to participate. BAA has an MBE/WBE participation goal for the scope of work associated with this RFP of 3% MBE/WBE or a 6% SBE.
- ii. **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 THE CONTRACTOR BY THE BAA.
- iii. **Changes and Alterations:** The BAA reserves the right to make any alterations in the RFP 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.

- iv. **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 RFP 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 (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 Contractor and hold Contractor liable for any amounts paid to the third party (or parties) to the extent that withholding payments to the Contractor does not cover BAA's cost of cover.
- v. **The BAA Reserves the Right:** (a) to award proposals received on individual items, or on the entire list of items; and (b) to reject any or all proposals or any part thereof; and (c) to waive any irregularities and/or technicalities on the proposals; and (d) to accept the proposal that is in the best interest of BAA; and (e) to obtain clarification or additional information for any proposal; and (f) to purchase either selected items, or to not select any Contractor or purchase any goods and/or services resulting from this request; and (g) to reject any Contractor who has previously failed to perform properly or complete on time projects of a similar nature, and (h) to reject any Contractor whom investigation shows Contractor is not in a position to perform the Project and/or service as specified in this RFP.
- vi. **Basis of Award:** The basis of evaluation will be best overall value and Contractor availability to seek or exceed BAA's specifications and requirements. The proposal is subject to be awarded to the most responsive and responsible Contractor whose proposal is evaluated to be the most advantageous to the BAA considering price and other factors. The award can be made to one or multiple Contractors, whichever is in the best interest of the BAA. Other suppliers and tertiary suppliers may be selected to fill orders or provide contracted services if the primary supplier cannot make provision to the BAA when time is of the essence.
- vii. **Insurance:** The Contractor, 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 Contractor'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 Appendix B 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 insurer 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.

The Contractor 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 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 required statute of repose. In the event the Contractor 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 Contractor, and the Contractor agrees to promptly reimburse the Owner for the cost thereof. Payment shall be made within thirty (30) days of the invoice date. If the Contractor has any subcontractor performing any of the Work, the subcontractor is subject to the same insurance requirements outlined in this Exhibit A unless waived or reduced by the Owner. The Contractor 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.

- viii. **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 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 the amount due to BAA exceeds the amount of fees due to Company or 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. Failure to pay all badging fees, fines and other expenses in full may prevent Company from competing for future contracting opportunities with BAA.

IV. 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 Contractor for the requested services.”

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

To be deemed responsive, Contractor must provide appropriate detail to demonstrate satisfaction of each criterion and compliance with the performance provisions outlined in this RFP. Contractor’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. Contractor’s capability to perform all aspects of the scope of work.
- ii. Contractor’s proposed approach to the services at BHM Airport.
- iii. Contractor’s recent experience in performing similar services.
- iv. Contractor’s commitment to the MBE/WBE/SBE Participation Goal.
- v. Contractor’s proposed Payment Provision.

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

B. Project Proposal

Please submit one (1) electronic copy (via email) of your proposal plan to the address below.

Contact: Ed A. Seoane, Vice President of Purchasing
E-mail: eseoane@flybhm.com

All questions associated with this RFP must be submitted in writing via e-mail to Ed Seoane, Vice President of Purchasing, at 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, Contractor agrees that its bid/quote is valid for one hundred eighty (180) days from the submission deadline.

C. Project Proposal Format

Contractors' Project Proposals must include the following sections:

- i. **Contractor Overview and Capability to Perform All Aspects of the Scope of Work:** Detail the overall structure of the Contractor and any unique operating characteristics that may enhance the scope's overall success. This should include but is not limited to relevant services provided by the Contractor, office locations, and total number of employees providing relevant services.
- ii. **Recent Contractor 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 the Contractor's role as either a prime or Subcontractor and 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 the Contractor will provide the desired services. This includes recommendations on how to achieve the scope of work including a proposed work plan. Identify the operational safety procedures to be employed while performing the desired services. Detail how the Contractor will perform quality control throughout the contract term. Identify the Contractor's plan for communication with BAA throughout the contract term.
- iv. **Minority Business Enterprise (MBE) and/or Women Owned Business (WBE) Participation:** Provide a detailed breakdown of any DBE firms that will be utilized throughout the scope of work or Good Faith Effort. See exhibit 2 (Sub Plan & GFE Forms)
- v. **Cost Proposal:** Provide the proposed cost to complete the scope of work on an annual basis in a lump sum format.

D. Project Proposal Selection Criteria

Proposals will be evaluated on the following.

- i. Contractor’s capability to perform all aspects of the scope of work.
- ii. Contractor’s recent experience in performing similar services.
- iii. Contractor’s commitment to the WBE Participation Goal.
- iv. Contractor’s Cost.

E. Tentative RFP Timeline

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

RFP Posted	March 3, 2025
Non- Mandatory Pre-Submittal Meeting	March 10, 2025
Deadline for Proposal Questions/Clarifications	March 17, 2025
Proposal Deadline	March 24, 2025
Contractor Recommendations / Master Service Agreement Date	April 2025

The above is an anticipated schedule. The BAA reserves the right to modify any part of this schedule.

F. **Pre-Submittal Meeting and Site Visit**

A **non-mandatory** pre-submittal meeting is scheduled for **March 10, 2025, at 2:00 P.M.** (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 Jordan Howard at jhoward@flybhm.com by **2 pm CT on March 6, 2025**.

Responses will not be accepted after the designated response due date and time. It is the responsibility of each company to submit their response at the designated location on or before the response due date and time. Responses received after the designated due date and time must be considered late and must be returned to the company without further review.


The company agrees that any additional terms or conditions submitted by the company that conflict with requirements in this solicitation, whether submitted intentionally or inadvertently, may cause the company's response to be rejected. If the BAA, at the BAA's sole discretion determines that such a conflict applies to a material term of this solicitation, then the company's response must be disqualified.

Exhibit 1

Scope of Service and Requirements

Removal of existing UPS

The existing UPS will need to be removed. Please see pictures of it below.

 GE Digital Energy GE Consum. & Industrial SA 6595 RIAZZINO (CH) MADE IN POLAND Model SG Series Serial P0150-0312-B603P	Battery Nom. Voltage	480.0 VDC	Battery Nom. Current	270 A
	Input power	183.0 kVA	Output power	150.0 kVA
	Input power	147.0 kW	Output power	120.0 kW
	Input voltage	3-480/277+N VAC	Output voltage	3-480/277+N VAC
	Input current	220 A	Output current	181 A
	Input freq.	60 Hz	Output freq.	60 Hz

C&C POWER

ENGINEERED POWER PRODUCTS

395 Mission Street
 Carol Stream, IL 60188
 Phone (630) 617-9022
 www.ccpower.com

Model No. **90831-F480335EC030012SW**

Serial No. **416081200162**

Input **480 VAC 3 Phase 4 Wire 60Hz**


Current **300 AMPS**


Enclosure Type **1**


Inspection **PC** Date **8/2012**


The Short-Circuit Current Rating Of This Switchboard Is Equal To The Lowest Interrupting Rating Of Any Installed Circuit Breaker Or Fused Switch, But Not More Than 35,000 rms Symmetrical Amperes At 480 Volts, 3-Phase.


For Emergency Service Contact C&C Power's
 24 Hour Service Line At:
 (800) 279-3926






MODEL NO. 
 SGA150-1AF-44-N

SERIAL NO. 
 001920

CABINET NO. 
 1 OF 1

MO# 
 M381180

BATTERY  
 MR12-300

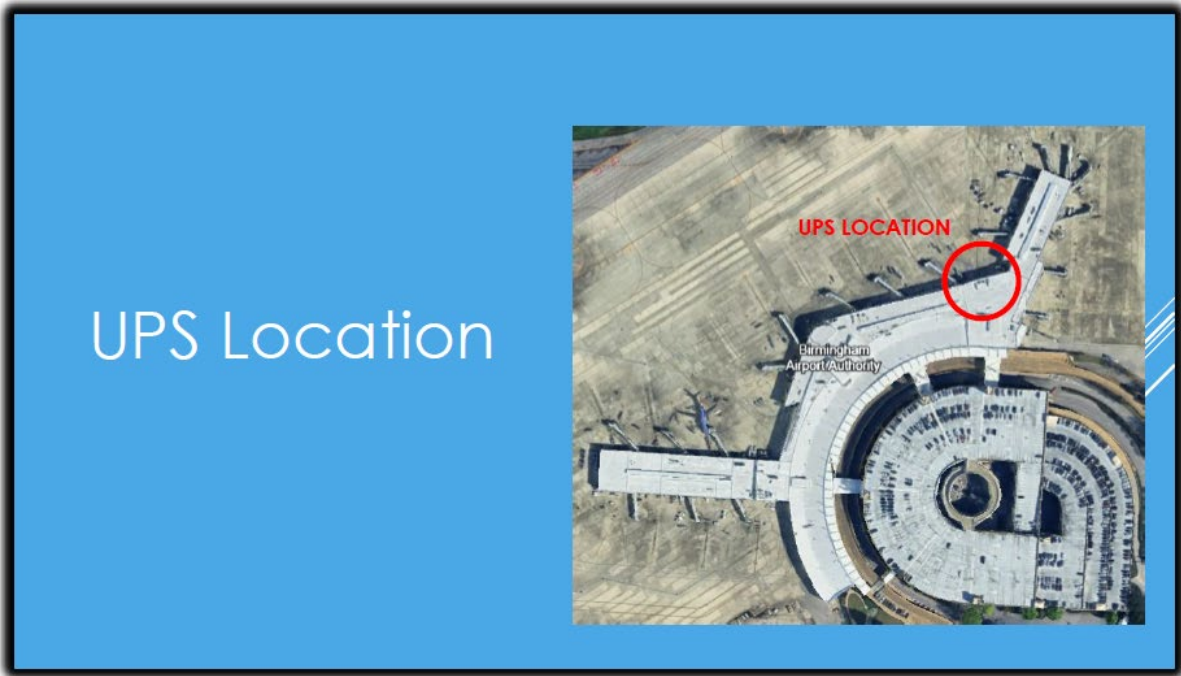
MANUFACTURE DATE CODE 
 4312

NO. OF BATT. **NOMINAL D.C.** **VOLTS**

RECOMMENDED FLOAT VOLTAGE (V.P.C.)

SYSTEM FLOAT VOLTAGE

BATTERY TERMINAL TORQUE (IN.-LBS.)



New UPS to be installed is Xtreme Power Conversion X90-10S.

Details below:

XTREME POWER CONVERSION X90-10S

10 Slot Modular Online UPS // 480VAC 3W Three-Phase 50kW-700kW



Scalable, Modular, Compact 480V UPS

The X90-10S is a scalable modular online double conversion UPS that protects critical data and equipment from power problems while supplying clean and reliable network grade power.

Optional 65kAIC maintenance bypass in slim matching cabinet providing the most compact footprint and reduced installation costs.

For lower power applications, reference the X90-2S www.xpcc.com/x90-2s and the X90-5S www.xpcc.com/x90-5s

PRODUCT SNAPSHOT

- › Capacities (70kW modules): 70kW, 140kW, 210kW, 280kW, 350kW, 420kW, 490kW, 560kW, 630kW, 700kW
- › Capacities (50kW modules): 50kW, 100kW, 150kW, 200kW, 250kW, 300kW, 350kW, 400kW, 450kW, 500kW
- › 65kAIC Rating
- › Hot swappable power modules
- › UL-1778, cUL, FCC A, RoHS, TAA, Energy Star
- › 2 year warranty (USA and Canada)

FEATURES

Highest availability— system can be configured with redundant power modules

Maintenance bypass— optional slim maintenance bypass enables service and repair

Reduce energy cost— online efficiency up to 96.5% and ECO mode up to 99%

Scalable—add power modules when requirements change

Power module ratings— 50kW or 70kW available

Full front access— no rear clearance required for maintenance

Large Touchscreen LCD display—10" LCD display provides graphic display including status and alarms

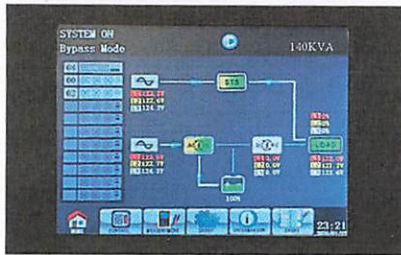
Dual or single utility input— provides maximum installation flexibility

Cable Access—top or bottom cable access

MODEL SELECTION GUIDE

MODEL NUMBER		X90-10S70k	X90-10S140k	X90-10S210k	X90-10S280k	X90-10S350k
CAPACITY	Power rating*	70kVA/70kW	140kVA/140kW	210kVA/210kW	280kVA/280kW	350kVA/350kW
MODEL NUMBER		X90-10S420k	X90-10S490k	X90-10S560k	X90-10S630k	X90-10S700k
CAPACITY	Power rating	420kVA/420kW	490kVA/490kW	560kVA/560kW	630kVA/630kW	700kVA/700kW
CABINET	X90-10S UPS: power modules	Up to 700kW (10 x 70kW) or 500kW (10 x 50kW)				
INPUT	Voltage / frequency nominal	480VAC (3W), 50/60Hz auto-sensing				
	Voltage / frequency range	329 – 520VAC (L-L), 40–70Hz				
OUTPUT	Voltage	480VAC (3W)				
	Frequency	40–70Hz				
	Efficiency	Up to 96.5% online mode or 99% ECO mode				
	Overload capacity	105%-110% for 60min; 110%-125% for 10min; 126%-150% for 1min; >150% for 200ms				
DIMENSIONS & WEIGHTS	UPS enclosure (W x D x H)	35.4 x 42 x 79 in / 787 lbs				
	Bypass enclosure (W x D x H)	17.7 x 42 x 79 in / 524 lbs				
	Power module	17.2 x 31.2 x 5.25 in / 104 lbs				
BATTERY SYSTEM	Nominal voltage	+/-240VDC				
	Charge Current (programmable)	18A (70kW)	36A (140kW)	54A (210kW)	72A (280kW)	90A (350kW)
ENVIRONMENT	Temperature	0–40°C (32–104°F)				
	Altitude	5,200 ft above sea level				
	Audible noise (typical)	< 69dBA at 1m				
APPROVALS	UL-1778, cUL, FCC A, RoHS, TAA, Energy Star					
WARRANTY	2 years (USA and Canada)					
COMMUNICATIONS INTERFACE	RS-232, EPO, intelligent slot for optional cards (Web/SNMP, Relay, Modbus)					
INCLUDED IN BOX	User manual, RS-232 cable, unloading ramp, ViewPower Software					
AVAILABLE OPTIONS	Matching external maintenance bypass, battery temperature sensor					

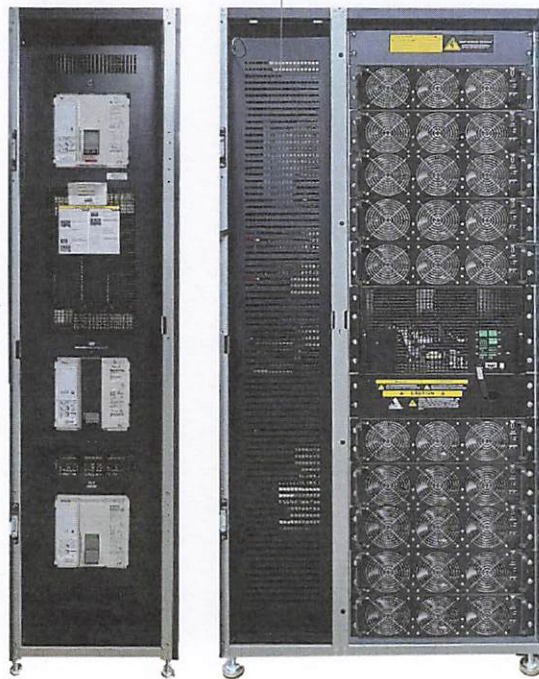
*Ratings are based on 70kW modules, 50kW modules available



10" Touch LCD Display

65kAIC breakers
Main, Maintenance
Bypass & Output
Breakers

Top/Bottom
Cable Entry



UPS Enclosure
Includes slots for
up to (10) 70kW
or 50kW power
modules

Maintenance bypass
(door removed)

X90-10S 700kW UPS
(door removed)

X-TREME
Power Conversion*

Protect your business.

XPC USA / Denver, CO / sales@xpcc.com

XPC EMEA / Rotterdam, NL / emea@xpcc.com

www.xpcc.com

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90826 UPS MAINTENANCE BYPASS



Xtreme Power offers Free Standing Maintenance Bypass Breaker Cabinets (MBBC) available in multiple configurations. The 90826 UPS Maintenance Bypass allows the end-user to safely isolate the UPS from utility power and from the load while performing regular service and maintenance. At the same time, maintaining power to your critical load is essential in this process.

This free-standing maintenance bypass has an amperage range from 800 to 1200amps and is available in AIC high 65K ratings for both 208V and 480V models. It is also available with an AIC low 35-50k rating for 480V. The 90826 UPS Maintenance Bypass contains three Cutler-Hammer Series Circuit breakers. A Kirk Key interlock system protects the breakers. In addition, an SKRU (solenoid key release) option is available for added security.

NEW to this product in security features is the [Automatic Bypass](#) interface. This touchscreen logic enhances the safety of the critical load while giving remote access to the system.

Each bypass cabinet is welded with heavy-gauge galvanized steel construction and has double-hinged locking front doors. Cabinet legs are reversible for easy access to floor mounting hardware. Available in black (MT) color. It comes fully assembled and tested from the factory. Xtreme Power warehouses all maintenance bypass options, therefore, making your lead-time the quickest in the industry. Lead-times for the 90826 UPS Maintenance Bypass ranges from two to three weeks delivery after receipt of order.

Listed to UL 891 and CSA certified.



Weight	710 lbs
Dimensions	33 x 36 x 78.7 in
Voltage	208/120VAC 3Ph/4W, 480/277VAC 3Ph/4W, 480VAC 3Ph/3W
Amperage	800A, 1000A, 1200A
AIC Rating	High 65k (208V or 480V), Low 35-50k (480V)
Security	Automatic Bypass, Basic Kirk-Keys, Kirk-Keys with 24VAC SKRU

Each proposal submitted should include the following:

- Install Xtreme Power 350KW UPS System and all electrical components
- Install Circuit Breaker to provide a temporary feed to UPS panel during UPS swap.
- Disconnect existing UPS System and relocate to area near electrical room.
- Remove temporary feed and leave UPS in bypass mode.
- Please include After-Hours and overtime rates in proposal
- Proposal should include all labor and material.
- Proposal should include having an Electrician onsite during Start-up & Commissioning.
- Please provide in the proposal warranty for labor and materials.
- All pricing should be held for at least three months
- Please ensure insurance requirements meets Airport Air-side insurance (Attached)
- Winning bidder will have to go through a TSA badging assessment Criminal Records History and Security threat assessment to receive an airport issued ID badge Cost is \$60 per badge. Company will need a badge authorized signature.
- Project timeline from start up to commissioning
- Company vehicle will need to have orange beacon light and company insignia on both sides of vehicle
- New UPS is scheduled to arrive in 4 to 6 weeks.
- Payment terms

Exhibit 2

SUB PLAN AND GOOD FAITH EFFORT FORMS



DIV-2
RQ# _____

MBE/WBE SUBCONTRACTOR PARTICIPATION PLAN

(A) TOTAL AMOUNT OF OVERALL CONTRACT BID/PROPOSAL \$ _____

BUSINESS NAME OF PRIME BIDDER _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

TELEPHONE () _____ E-MAIL _____

PRIME FIRM OWNED BY: NON-MBE/WBE/SBE MBE MINORITY BUSINESS ENTERPRISE WBE WOMEN BUSINESS ENTERPRISE

(B) AMOUNT TO BE SUBCONTRACTED TO MBE/WBE (PLEASE CIRCLE ONE): \$ _____ PERCENT OF TOTAL OVERALL CONTRACT BID [(B)/(A)]: _____ %

SCOPE OF WORK PROVIDED BY MBE/WBE: _____

PRIME BIDDER'S NAME _____ TITLE _____
(TYPE OR PRINT)

PRIME BIDDER'S SIGNATURE _____ (DATE OF SIGNATURE)

MBE/WBE SUBCONTRACTOR TO BE UTILIZED
(MUST BE REGISTERED WITH THE BIRMINGHAM AIRPORT AUTHORITY (BAA))

NAME OF SUBCONTRACTOR _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

TELEPHONE AREA CODE () _____ SMALL BUSINESS SBE MINORITY BUSINESS MBE WOMEN BUSINESS WBE

*******NOTE: MUST BE A BAA REGISTERED MBE/WBE *******

THE UNDERSIGNED HERewith AGREES TO SUBCONTRACT WITH THE ABOVE-NAMED BIDDER FOR THE ABOVE SAID SERVICE(S) OR SUPPLY(IES) TO BE FURNISHED TO THE BAA.

SUBCONTRACTOR'S NAME _____ TITLE _____
(TYPE OR PRINT)

SUBCONTRACTOR'S SIGNATURE _____ (DATE OF SIGNATURE)

GOOD FAITH EFFORT

(Must be submitted with bids/proposals NOT meeting the MBE/WBE goals or requesting full or partial waiver)

Pursuant to the requirements for bidders under the MBE/WBE Program, and in consideration of the privilege to submit bids/proposals funded, in whole or in part, by the Birmingham Airport Authority (BAA),

I/We, (_____), (_____) of (_____)
Name(s) of Person(s) Signing Below Title(s) Company Name

attest that I/We have exercised the following good faith efforts in addition to my/our regular and customary solicitation process: (Check ALL that apply and complete as indicated)

- I/We are requesting a FULL/PARTIAL WAIVER of the MBE WBE Participation Goal for the following reason(s): _____

- I/We have contacted BAA or website to obtain a list of MBE/WBEs appropriate to the bid/proposal.
- I/We delivered written notice to available registered MBE/WBEs for each potential subcontracting or supply category in the contract AND all potential subcontractors or vendors which requested information on the contract. **(MUST SUBMIT/ATTACH PROOF)**
- I/We have provided all potential subcontractors or vendors with adequate information as to plans, specifications, relevant terms and conditions of the contract, bonding requirements, and the last date and time for receipt of price quotations. **(MUST SUBMIT/ATTACH PROOF)**
- I/We have attended the pre-bid/proposal conference.
- I/We have **provided a written explanation for rejection of any potential** MBE/WBE subcontractor or vendor to BAA. When the MBE/WBE subcontractor rejection is due to unreasonably high pricing, I/We have provided supporting documentation.
- I/We have actively solicited, through sending letters, emails or initiating personal contact, MBE/WBEs in all feasible and appropriate categories providing subcontracting opportunities for the contract under consideration. **(MUST SUBMIT/ATTACH PROOF)**
- I/We have utilized the services of available community organizations and associations, contractors' groups, and trade associations known to publicize contracting and procurement opportunities, for the purpose of obtaining assistance in the contacting and recruitment of MBE/WBEs for the Birmingham Airport Authority (BAA) contract under consideration. **(MUST SUBMIT/ATTACH PROOF)**
- I/We have conducted discussions with interested MBE/WBEs in good faith and provided the same willingness to assist MBE/WBEs as has been extended to any other similarly situated subcontractor.
- I/We have taken steps to ensure that all labor supervisors, superintendents, and other on-site supervisory personnel are aware of and carry out the obligation to maintain a non-discriminatory work environment, free of harassment, intimidation and coercion at all construction sites, offices and other facilities to which employees are assigned to work

Appendix B

Insurance Requirements

The Selected Contractor shall procure, at its expense, and always keep in full force and effect 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 with at least thirty (30)

days prior written notice of any cancellation or non-renewal thereof. Such policies may provide for reasonable deductibles and/or retentions acceptable to the Authority based upon the nature of Contractor's operations and the type of insurance involved.

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

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

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

The contractor shall provide proof of all required insurance and related requirements to the Authority either by production of the actual insurance policy(ies); or a Certificate of Insurance in a form acceptable to the Authority. The documents evidencing all required coverage shall be filed with the Authority prior to Contractor performing Services or occupying the Airport. The documents shall contain (i) the applicable policy number, (ii) the inclusive dates of policy coverage's, (iii) the insurance carrier's name, address and telephone number, (iv) shall bear an original signature of an authorized representative of said carrier, and (v) shall provide that such insurance shall not be subject to cancellation, reduction in coverage, or nonrenewal except after written notice by certified mail, return receipt requested, to the Authority at least thirty (30) days prior to the effective date thereof. Information concerning reduction or cancellation of coverage shall be immediately furnished by the Contractor to Owner. 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 a minimum A.M. Best financial rating of A minus, 8 (A-, VIII).

If Contractor has Subcontractor performing any work, the Subcontractor is subject to the same insurance requirements outlined in this section and on Exhibit 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 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 with at least thirty (30) days prior written notice of any cancellations or modification thereof. The Owner shall be named as an additional insurer 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
COMPANY PROVIDED INSURANCE FOR AIR-SIDE PROJECT COVERAGE

Type of Coverage

Minimum Limits

Worker's Compensation

Statutory for Coverage A

Employee's Liability

\$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

General Liability

\$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

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 Contractor's indemnification obligations

Business Automobile

\$2,000,000 per occurrence combined limit for bodily injury liability and property damage

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

Umbrella \$10,000,000
Builder's Risk Policy Amount of Project

Requirement:

1. Contractor provides coverage for Contractor's equipment on the job site and all construction material and equipment which is schedule for the Work but has not been delivered to the Job Site
2. Coverage shall insure interest of Owner and Contractor
3. Provide Replacement Cost
4. Event of Loss, proceeds of any claim shall be paid to the Owner who shall apportion the proceeds between the Owner and the Contractor as their interest may appear
5. Coverage includes flood and earth movement
6. Per Project Aggregate

Pollution Policy \$5,000,000
Professional Liability \$1,000,000

NONDISCRIMINATION REQUIREMENTS

Federal Aviation Administration Required Provisions

- a. **Civil Rights – General.** Contractor 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 Contractor transfers its obligation to another, the transferee is obligated in the same manner as Contractor.

This provision obligates Contractor 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** – All parties to this agreement shall comply with Title VI of the Civil Rights Act of 1964, 49 CFR Part 21, and the Birmingham Airport Authority’s (BAA) Limited English Proficiency (LEP) Plan by ensuring meaningful access to services for individuals with Limited English Proficiency (LEP). For a list of required languages and further guidance, refer to the Birmingham Airport Authority’s LEP Plan.

1. **Compliance with Regulations:** Contractor 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:** Contractor, 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 subcontractors, including procurements of materials and leases of equipment. Contractor 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 Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of Contractor’s obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** Contractor 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 Contractor is in the exclusive possession of another who fails or refuses to furnish the information, Contractor 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 Contractor'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 Contractor under the Agreement until Contractor complies.
and/or

(b) Cancelling, terminating or suspending the Agreement, in whole or in part.

6. **Incorporation of Provisions:** Contractor 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. Contractor 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 Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, BAA may request the Contractor to enter into any litigation to protect the interests of the BAA. In addition, Contractor 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.** Contractor 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 Contractor 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, Contractor, 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 contractors, 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.** Contractor 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 Contractor at the Airport, unless exempted by said regulations, and by choosing to operate at the Airport, Contractor 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.