REQUEST FOR BIDS
ADDENDUM NUMBER: THREE (3)

DATE: February 9, 2017

PROJECT: Compressed Natural Gas (CNG) Fueling Station
Birmingham-Shuttlesworth International Airport
Birmingham, Alabama

FROM: Birmingham Airport Authority (BAA)
5900 Messer Airport Highway
Birmingham, Alabama 35212

TO: All RFB Participants

GENERAL:
This Addendum will form a part of the Contract Documents and modifies the original Request for Bids (RFB) Documents dated January 5, 2017. The following Conditions, Drawings, Specification changes, etc. take precedence over items in the Drawings and Specifications of the RFB Documents. Portions of the RFB Documents not changed by this Addendum remain in effect. Recipients of this Addendum are advised to provide this Addendum to anyone to whom they further distribute without the BAA’s knowledge.

Respondents are required to acknowledge receipt of this Addendum in their Bids. Failure to do so may subject the Respondent’s bid to disqualification.

ADDITIONAL INFORMATION / CLARIFICATIONS / ATTACHMENTS DESCRIBED BELOW:

1. The following list of bid document plan sheets, being issued under this Addendum, have been revised and shall become a binding requirement of this RFB package:
   a. Project closeout requirements
   b. Revised General Requirements Specification Section D – Instructions to Bidders and Bid Submission Requirements.
   c. Bidders are instructed to submit their Bid using the Revised Respondent’s Bid Price Breakdown issued under this Addendum. Note the addition of an Owner-Controlled Allowance. Bidders are instructed to include this allowance in the total sum of their Bid.
   d. Blank sample forms to be included with Respondent’s Bid and/or future Agreement. Applicable forms to be included with Bid are marked by an asterisk (*).
   e. Included under this Addendum is a Supplement (provided by BAA Chief Legal Officer) to the Draft of Proposed Agreement provided under Addendum #2. Collectively, these two documents provide the intent and sample language to be included in the final Agreement.
2. Reference Specification Section 15 45 09 2.10B1: Bidders are responsible for ensuring system compliance with all governing agencies for the State of Alabama (vs. reference to California as shown).

3. Reference Specification Section 15 45 09 2.10 FUEL MANAGEMENT SYSTEM: the following are additional IT requirements for the new Fuel Management System required by the Project:

   a. All Contractor-provided aspects of the credit card processing subsystem for the CNG-FS shall be PCI DSS compliant to the latest version at time of Contract Award, such that no Contractor-provided product or solution will prevent the Airport from achieving PCI Compliance for the new CNG-FS. The use cases to be addressed include, but may not be limited to credit card stored on file for automatic billing, credit card and normal payment with credit card at the pump.

   b. Payment Card Industry (PCI) Data Security Standards (DSS), the Respondent’s solution must be certified and validated for the type of configuration that will be presented and utilized by the Airport.

   c. The Airport requires the use of multiple merchant accounts for various locations and/or facilities, the Respondent’s software/interface must have the capability of processing and accommodating multiple merchant accounts.

   d. Solution must truncate credit cardholder account numbers and eliminate the expiration date on all receipt copies (including cardholder and merchant copies).

   e. Solution enables credit card payments to be authorized for the exact amount of goods or services being purchased

   f. Solution should accept pin-based credit card transactions; and EMV chip cards. The solution’s PIN debit devices must use Triple Data Encryption Standard.

   g. Because no cash will be accepted or an attendant on duty, credit card processing is critical to the CNG-FS operation, credit card processing redundancy shall be built into the system. The Contractor shall provide a system such that processing credit card transactions shall not degrade the time allowed for positive authorizations. The PRCS shall process and store credit card transactions at each field device that accepts credit cards while in an offline mode due to a communication loss. Specifically, the CNG Station shall be capable of processing and storing credit card transactions during a communication loss regardless of where in the network the communication loss occurs. For example, the CNG Station shall maintain the ability to process credit card transactions without achieving real-time authorization and shall store all transactions in a PCI-compliant manner until communication is reestablished. Once communication is reestablished, the system shall request authorization for all credit card transactions that were processed while offline. If a credit card transaction is denied, the Airport shall receive notice of such denial in the revenue reports and as a posting to the Daily Event Log.

   h. Credit card authorizations shall use the Airport’s existing Ethernet and firewall. The credit card system shall be supplied with an appropriate connection to connect the credit card servers to the communication pathway established by the Airport. The system shall have the ability to switch to a redundant connection for processing credit cards should the primary connection fail. The secondary phone/internet connection shall be provided by the contractor.

4. CLARIFICATION: Respondents shall include a Bid Bond in the amount of $10,000.00 (not 5% as previously stated in General Requirements Section D.)

END OF ADDENDUM #3
The following requirements must be satisfied by the Contractor before Final Payment is issued:

1. The Contractor must publicly advertise the Notice of Completion, furnished by the Consultant, a minimum of once a week for four consecutive weeks and provide to the Engineer evidence of publication.

2. The Contractor must execute and deliver to the Owner copies of Contractor’s Affidavit of Payment of Claims and Debts on the form furnished by the Engineer. (Copy Attached)

3. The Contractor must have its Surety execute and deliver to the Owner the Consent of Surety to Final Payment. (Copy Attached)

4. The Contractor must execute and deliver to the Owner Final Release Form, confirming that the Contractor acknowledges and agrees that acceptance of Final Payment by the Contractor constitutes a waiver of all Claims, present or future, against Owner in connection with this Project. (Copy Attached)

5. The Contractor must execute and deliver to the Owner a Guarantee of Work, whereby Contractor guarantees all defects in Material and Workmanship for a period of one (1) year commencing on the date of Final Acceptance. (Copy Attached)

6. If any items warranted by the manufacturer or supplier have been incorporated in the Work, the Contractor must execute and deliver to the Engineer an Assignment of Warranties to Owner. Copies of said warranties shall be bound in one binder and submitted along with the Assignment of Warranties to Owner. (Copy Attached)

7. The Contractor must provide one complete set of “As-Built” Drawings covering all aspects of the Work. The Contractor shall be responsible for the final cross sections. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, markers and skilled personnel, as may be required, to obtain accurate cross sections.

8. The Contractor must provide certificates of insurance for the Warranty Period.

9. The Contractor shall provide to the Owner all Operating and Maintenance information for all materials, products, Equipment and systems that will require future care, maintenance and/or cleaning by the Owner, including, but not limited to the following, if applicable: warranties, shop drawings, equipment manufacturer’s schematics, test and balance reports, fire protection hydraulic calculations, operation and maintenance instructions, service and maintenance contracts, wiring diagrams and electrical panel schedules.

All information submitted in accordance with this Subsection shall be subject to the approval of the Owner and Consultant prior to final acceptance thereof and final payment.

The Contractor shall return or submit to the Owner, the following items which may have been issued during the course of this Project:

1. Parking and Other Access Permits
2. Security Badges & ID’s
3. Keys
CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEBTS

Project: 

Owner: Birmingham Airport Authority

Contractor: 

State of: Alabama
County of: Jefferson

The undersigned, a duly authorized officer of the Contractor, hereby certifies that, except as listed below, the Contractor has paid in full or otherwise satisfied all obligations for all Materials and Equipment furnished, for all Work, labor and services performed, and for all known indebtedness and Claims (as defined in the Contract Documents) against the Contractor for damages arising in any manner in connections with the performance of the Contract Work referenced above for which the Owner or its property might in any way be held responsible.

EXCEPTION: (If none, write none): - NONE -

_____________________________________
CONTRACTOR

_____________________________________
SIGNATURE

_____________________________________
TITLE

Notary Public
Sworn to and subscribed before me this 
_______ day of __________________________, 20______.

My Commission Expires: __________
CONSENT OF SURETY COMPANY TO FINAL PAYMENT

Project: ____________________________________________________________

Owner: Birmingham Airport Authority

Contractor: _________________________________________________________

In accordance with the provision of the Contract Documents between the Owner and the Contractor as indicated above, __________________________, Surety Company on bond of __________________________, hereby approves the Final Payment to the Contractor and agrees that Final Payment to the Contractor shall not relieve the Surety Company of any its obligations to the Birmingham Airport Authority, Birmingham, Alabama, as set forth in said Surety Company’s bond dated the ________ day of __________________________, 20__.

IN WITNESS WHEREOF:

The Surety Company has hereunto set its hand and sealed this ___ day ____________, 20__.

Subscribed and sworn to before me this the ______ day of __________________________, 20____.

__________________________________________
Surety Name

__________________________________________
Signature

__________________________________________
Title

Notary Public
Sworn to and subscribed before me this ______ day of __________________________, 20____.
My Commission Expires: ____________
KNOW ALL MEN BY THESE PRESENTS, that the undersigned, for and in consideration of the payment of the sum of ___________________________ DOLLARS ($_________________), paid by the Birmingham Airport Authority (hereinafter referred to as "Owner"), receipt of which is hereby acknowledged as total and complete compensation for performance of the below-described Contract, does hereby fully and completely discharge and release the Owner from and waives any and all debts, accounts, promises, damages, liens, encumbrances, causes of action, suits, bonds, judgments, Claims and demands whatsoever, in law or in equity, which the undersigned ever had, now has or might hereafter have on account of labor performed, Material furnished or services rendered, directly or indirectly, for the Contract between the parties, dated ___________________________, 20______, known as "__________________________", except for those Claims, disputes and other matters arising out of or relating to said Contract which have been raised by written demand in accordance with the Contract Documents prior to this date and identified by the Contractor as unsettled in the final Application for Payment and are in court litigation in accordance with the Contract Documents.

The undersigned further covenants that all Subcontractors, suppliers, Material men and any or all other persons supplying Material, supplies, services or labor used directly or indirectly in the prosecution of the Work provided for in the Contract have been paid in full.

The undersigned shall maintain in full force and effect the provisions of the Contract Documents respecting the guaranty against defective Work, and any other special guaranties required by the Contract Documents, for the terms provided in the Contract Documents, which terms shall begin to run from the date specified in the Contract Documents.

The undersigned represents and warrants that the statements contained in the foregoing Release are true and correct.

________________________________________
CONTRACTOR

________________________________________
SIGNATURE AND TITLE

Notary Public
Sworn to and subscribed before me this ______ day of ___________________________, 20______.
My Commission Expires: __________
STATE OF ALABAMA
COUNTY OF JEFFERSON

Before me, the undersigned authority, personally appeared, who being duly sworn deposes and says as follows:

That he is the duly authorized representative of ___________________________ (Partner) (President or other Officer) and as such has the full authority to execute this Contractor’s Guarantee.

That the said Contractor has performed certain Work for the Owner under the Project identified above, which said Work has now been completed by the Contractor in its entirety.

That in consideration of the partial payments heretofore made by the Owner to the Contractor, and in consideration of the Final Payment yet to be made, the Contractor does hereby warrant to the Owner that all labor, Work, Materials and Equipment furnished, supplied and performed under said Contract, are in strict accordance with the Contract Documents.

That should any defects develop in the Work, during the one (1) year guarantee period as required by the Contract Documents, beginning on the date of Final Acceptance by the Owner, due to improper Materials, workmanship or arrangement, or defective machinery and Equipment, the Contractor warrants and covenants that the defects shall be made good by the Contractor, at the time specified by the Owner and that any other Work affected in correcting such defects shall also be made good, all at the Contractor’s sole cost and expense.

__________________________________________
CONTRACTOR

__________________________________________
SIGNATURE AND TITLE

Notary Public
Sworn to and subscribed before me this ______ day of ______________________, 20____.

My Commission Expires: __________
SUBCONTRACTOR’S GUARANTEE OF WORK

STATE OF ALABAMA
COUNTY OF JEFFERSON

Before me, the undersigned authority, personally appeared, who being duly sworn deposes and says as follows:

That he is the duly authorized representative of ____________________________, being it’s ____________________________ (Partner) (President or other Officer) and as such has the full authority to execute this Subcontractor’s Guarantee.

That the said Subcontractor has performed certain Work for ____________________________, the General Contractor, under Project ____________________________, which said Work has now been completed by the Subcontractor in its entirety.

That in consideration of the partial payments heretofore made by the Contractor to the Subcontractor, and in consideration of the final payment yet to be made, the Subcontractor, and in consideration of the final payment yet to be made, the Subcontractor does hereby warrant to the Contractor that all labor, Work, Materials and Equipment furnished, supplied and performed under the said Subcontractor, are in strict accordance with the Contract Documents.

That should any defects develop in the Work during the guarantee periods as required by the Contract Documents, all from and date of Final Acceptance by the Owner, due to improper Materials, workmanship or arrangement, or defective machinery and Equipment, the Subcontractor warrants and covenants that promptly upon notice from the Contractor, the defects shall be made good by the Subcontractor at the time specified by the Contractor, and that any other Work affected in correcting such defects shall also be made good, all at the Subcontractor’s sole cost and expense.

______________________________
SUBCONTRACTOR

______________________________
SIGNATURE AND TITLE

Notary Public
Sworn to and subscribed before me this _______ day of ____________________________, 20 ______.

My Commission Expires: __________.
ASSIGNMENT OF WARRANTIES TO OWNER

STATE OF ALABAMA
COUNTY OF JEFFERSON

THIS ASSIGNMENT is made and entered into this ____ day of __________________, 20____, by and between the Birmingham Airport Authority, hereinafter called the “Owner” and ________________________________, hereinafter called the “Contractor”.

WITNESSETH, that the Contractor has performed Work for the Owner under Project ________________

WITNESSETH, that and in connection with such Project, certain Materials, products, Equipment and systems have been purchased by Contractor from third party manufacturers and suppliers and incorporated into the Work, and Contractor is required by the Contract to assign the same to the Owner.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration to the Contractor set forth in the Contract, the Contractor hereby:

1. Assigns to Owner any and all warranties with regard to any Materials, products, Equipment and systems purchased from third party manufacturers or suppliers and incorporated into the Work.

2. Delivers to Owner any and all operating and maintenance information for all such Materials, products, Equipment and systems purchased from third party manufacturers or suppliers and incorporated into the Work that will require future care, maintenance and/or cleaning by the Owner, including, but not limited to the following, if applicable, shop drawings, Equipment manufacturer’s schematics, test and balance reports, fire protection hydraulic calculations, operation and maintenance instructions, service and maintenance contracts, wiring diagrams and electrical panel schedules operating manuals, drawings and other material received from such third party manufacturers or suppliers.

________________________
CONTRACTOR

________________________
SIGNATURE AND TITLE

Notary Public
Sworn to and subscribed before me this ____ day of __________________, 20____.

My Commission Expires: __________
Section D: Instructions to Bidders and Bid Submission Requirements
Revised under Addendum #3 2/9/17

ANTICIPATED BID PHASE SCHEDULE
(The following dates and times are tentative and subject to change:)

<table>
<thead>
<tr>
<th>ACTIVITY (All times are CST)</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request for Bids Issued</td>
<td>1/05/17</td>
</tr>
<tr>
<td>Pre-Submittal Conference at 2:00 PM CST</td>
<td>1/24/17</td>
</tr>
<tr>
<td>Deadline for Submittal of Written Questions at 4:00 p.m.</td>
<td>1/31/17</td>
</tr>
<tr>
<td>Bid Submittals Due by 2:00 PM CST</td>
<td>2/14/17</td>
</tr>
<tr>
<td>Evaluation of Proposals</td>
<td>2/14/17 - 2/23/17</td>
</tr>
<tr>
<td>Staff Recommendation to Board Committee</td>
<td>Week of 2/27/17</td>
</tr>
<tr>
<td>BAA Board of Directors Approval</td>
<td>3/06/17</td>
</tr>
<tr>
<td>Service Agreement Estimated Start Date</td>
<td>Pending</td>
</tr>
</tbody>
</table>

DELIVERY OF BID RESPONSE PACKAGES

Deadline: Bids will be received until **2:00 PM CST on February 14, 2017** and shall remain sealed until, at the same time and at the sole discretion of the Birmingham Airport Authority, they may be opened and read aloud. Bids received after the time and date specified herein (or issued under Addendum) will not be considered and will be deemed unresponsive and returned to Bidder unopened.

Quantity: Respondents shall deliver (4) original hard copies and (1) electronic copy on flash drive.

Method: Respondents are strongly encouraged to deliver their Bids using a reliable resource, capable of providing proof of delivery, and are also encouraged to require signatures for all packages delivered in response to this RFB. Regardless of method of delivery, Bids must be received by & acknowledged by a Birmingham Airport Authority representative who will stamp the date & time received on all Bids. Recommended methods of delivery are as follows:

1. Hand delivered to the BAA Receptionist inside the BAA Offices located at **5900 Messer Airport Highway, Birmingham, AL 35212**. The offices are located on the lower level of the Birmingham-Shuttlesworth International Airport Terminal, just past the escalators at Concourse C. For additional assistance in locating the offices, the receptionist can be reached by phone at (205) 595-0533.

2. United States Postal Service addressed as shown below:

   **BIRMINGHAM AIRPORT AUTHORITY**
   **ATTN: TOM WESLEY, PROJECT MANAGER**
   **5900 MESSER AIRPORT HIGHWAY**
   **BIRMINGHAM, AL 35212**
   **PHONE: (205) 595-0533**

3. UPS, FEDEX or other similar carrier, addressed as shown below:

   **BIRMINGHAM AIRPORT AUTHORITY**
   **ATTN: TOM WESLEY, PROJECT MANAGER**
   **1710 40TH STREET NORTH, SUITE D**
   **BIRMINGHAM AL 35217**
   **PHONE: (205) 599-0771**

4. Bids sent via email or facsimile will not be accepted.
ORGANIZATION OF BID RESPONSE PACKAGES AND REQUIRED ITEMS FOR A COMPLETE BID SUBMITTAL

All Bids, in response to this Request for Bid, shall be bound using a standard 3-ring binder and organized in accordance with the outline below. All items defined in this outline are **required** to be included with the Bid. Failure to include all items may result in rejection of the Bid, in its entirety, and shall entitle the Owner to the full amount of the Bid Bond as damages to the Owner resulting from the Bidder’s failure to meet those requirements.

1. Clearly displayed on exterior of binder:

   **CONTRACTOR’S SEALED BID FOR**
   
   a. Title of Project
   
   b. Name, Address and License Number of Company submitting the Bid

2. Contents of the Bid Response Package shall be organized, using a standard, 3-ring binder under separate divider sections (tabs), using the outline shown below. Bids requiring multiple binders, for a single copy, shall be further identified as Volume “X of Y”.

<table>
<thead>
<tr>
<th>SECTION (TAB)</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Company Profile</td>
</tr>
<tr>
<td>B</td>
<td>Executive Summary - each Respondent shall submit a summary of the prime features of the Bid and a brief statement of how the Respondent meets the requirements of the Request for Bid</td>
</tr>
<tr>
<td>C</td>
<td>Contractor’s Bid Form with Price Breakdown (Unit Prices)</td>
</tr>
<tr>
<td>D</td>
<td>Bid Bond / Form of Bid Security</td>
</tr>
<tr>
<td>E</td>
<td>Respondent Questionnaire Response</td>
</tr>
<tr>
<td>F</td>
<td>Experience, Background and Qualifications</td>
</tr>
<tr>
<td>G</td>
<td>Litigation Disclosure Form</td>
</tr>
<tr>
<td>H</td>
<td>Federal Regulation Bid Submittal Requirements</td>
</tr>
<tr>
<td>i.</td>
<td>Buy American Certification</td>
</tr>
<tr>
<td>ii.</td>
<td>Equal Opportunity Report Statement</td>
</tr>
<tr>
<td>iii.</td>
<td>Certificate of Non-Segregated Facilities</td>
</tr>
<tr>
<td>iv.</td>
<td>Disadvantage Business Enterprise Compliance</td>
</tr>
<tr>
<td>v.</td>
<td>Disadvantaged Business Enterprise Letter(s) of Intent</td>
</tr>
<tr>
<td>vi.</td>
<td>Non-Disadvantaged Business Enterprise Letter(s) of Intent</td>
</tr>
<tr>
<td>vii.</td>
<td>Disadvantage Business Unavailability Certification</td>
</tr>
<tr>
<td>viii.</td>
<td>Information Determining Joint Venture Eligibility</td>
</tr>
<tr>
<td>I</td>
<td>Corporate Financial Information: current fiscal year-to-date balance sheet and income statement</td>
</tr>
<tr>
<td>J</td>
<td>Section J shall be used for additional information provided by the respondent, which is not required by the Specifications or identified above.</td>
</tr>
</tbody>
</table>
EXAMINATION OF CONTRACT DOCUMENTS AND SITE

The Bidder is required to carefully examine the site of the Work and the Plans, Specifications and other Contract Documents for the Work contemplated. By submitting a Bid, the Bidder represents to the Owner that it has investigated and is fully informed of the conditions to be encountered, of the character, quality and quantities of Work to be performed and materials to be furnished and of all of the requirements of the Plans, Specifications and other Contract Documents.

OBLIGATION OF BIDDERS

The Bidder must inform itself fully of the construction and labor conditions under which the Work is to be performed. The Bidder shall not be relieved of its obligation to furnish all material, equipment, labor, and services necessary to carry out the provisions of the Contract Documents and to complete the contemplated Work for the consideration set forth in its Bid by reason of having failed to inform itself with respect to those matters.

ADDENDA - CHANGES WHILE BIDDING

No interpretation of the Plans, Specifications or other Contract Documents or correction of any apparent ambiguity, inconsistency or error therein, will be made to any individual Bidder. Every request for an interpretation or correction should be in writing, addressed to the BAA Airport Planner and must be received at least seven (7) Calendar Days prior to the date fixed for the opening of Bids or as instructed elsewhere in the Advertisement for Bids. All interpretations, corrections and supplemental instructions will be in the form of written Addenda to the Contract Documents which, if issued, may be distributed by E-Mail, Facsimile or hand-delivered to all prospective Bidders (at the respective addresses furnished for such purposes) not later than four (4) Calendar Days prior to the date fixed for the opening of Bids. If the Bidder fails to acknowledge receipt of any such Addendum in the space provided on the Bid Form, its Bid may be deemed unresponsive and subject to rejection by the Owner.

Only the interpretation or correction issued by the Engineer, via written Addendum, shall be binding. Bidders are warned that no other source or form of communication is authorized to give information concerning, or to explain or interpret, the Contract Documents.
CONTRACTOR’S BID FORM WITH PRICE BREAKDOWN (UNIT PRICES)
Revised under Addendum #3 2/9/17

CONTRACTOR’S BID COVER SHEET
COMPRESSED NATURAL GAS FUELING STATION PROJECT
FOR THE BIRMINGHAM AIRPORT AUTHORITY
AIP #3-01-0014-098-2015

SUBMITTED BY: ____________________________________________

__________________________________________________________

DATE: ____________________________________________________

SUBMITTED TO: The Birmingham Airport Authority

Attn: Tom Wesley, Project Manager

5900 Messer Airport Highway

Birmingham, AL 35212

The undersigned, as Bidder, hereby declares that the only person or persons interested in this Bid as principal or principals is or are named herein and that no person other than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further represents that it has examined the site of the Work and informed itself fully in regard to all conditions pertaining to the place where the Work is to be done; that it has examined the Plans and Specifications for the Work and other Contract Documents relative thereto and has read all of the Addenda furnished prior to the opening of the Bids, as acknowledged below; and that it has otherwise fully informed itself regarding the nature, extent, scope and details of the Work to be performed.

If provided with a Notice of Intent to Award the Contract by the Owner, the Bidder shall:

1. Contract with the Owner in the form of Contract Agreement contained in the General Conditions Specifications;

2. Furnish all necessary permits, licenses, materials, equipment, machinery, maintenance, tools, apparatus, means of transportation and labor necessary to complete the Work provided for in the Contract Documents

3. Furnish the Performance Bond and Payment Bond

4. Furnish the required evidence of the specified insurance coverages

5. Shall commence with the Work specified herein, within the time limits set forth in the Contract Documents, which time limits the Bidder acknowledges are reasonable.

If the Bidder fails or refuses to execute the Contract Documents, or furnish the required Bonds and other required documents as set forth in the Instructions to Bidders within ten (10) Days after the date of the Notice of Intent to Award the Contract to it, the Bid Bond accompanying this Bid, and the money payable thereon shall become the property of the Owner.
BIDDER ACKNOWLEDGEMENTS

1. Bidder acknowledges, upon signature below, that they have reviewed the contents of the Request for Bid package, in its entirety, and is hereby submitting this Bid in agreement of the Terms contained therein.

2. Bidder acknowledges that they are aware that this is a (partially) Federally Funded Project and Bidder has familiarized themselves with the requirements governing this Agreement. Federal Regulations governing this Agreement are found, in depth, in the Supplemental Conditions of the Agreement draft found in Section D, Article II but are summarized as follows:
   a. ACCESS TO RECORDS AND REPORTS
   b. AFFIRMATIVE ACTION REQUIREMENTS
   c. BREACH OF CONTRACT
   d. BUY AMERICAN PREFERENCES
   e. CIVIL RIGHTS – GENERAL
   f. CIVIL RIGHTS – TITLE VI
   g. CLEAN AIR AND WATER POLLUTION CONTROL
   h. CONTRACT WORK HOURS AND SAFETY STANDARDS
   i. COPELAND ANTI-KICKBACK
   j. DAVIS-BACON REQUIREMENTS
   k. DEBARMENT AND SUSPENSION
   l. DISADVANTAGED BUSINESS ENTERPRISE
   m. DISTRACTED DRIVING
   n. ENERGY CONSERVATION
   o. EQUAL EMPLOYMENT OPPORTUNITY
   p. FEDERAL FAIR LABOR STANDARDS ACT
   q. LOBBYING FEDERAL EMPLOYEES
   r. PROHIBITION OF SEGREGATED FACILITIES
   s. OCCUPATIONAL SAFETY AND HEALTH ACT
   t. PROCUREMENT OF RECOVERED MATERIALS
   u. RIGHTS TO INVENTIONS
   v. SEISMIC SAFETY
   w. TERMINATION OF CONTRACT
   x. TRADE RESTRICTION
   y. VETERAN’S PREFERENCE

NOTE: One or more of the above referenced Federal Contract Provision require certification by the Bidder. Where no separate certification form is provided in this Request for Bid package, the Bidder’s signature below certifies that they have met the requirements contained in all of the above reference Federal Contract Provisions.
3. Upon signature below, Respondent acknowledges receipt of the following Addenda (identified by number) received since issuance of the Contract Documents, Plans and Specifications:

<table>
<thead>
<tr>
<th>ADDENDUM NUMBER</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>ONE</td>
<td>1/30/17</td>
</tr>
<tr>
<td>TWO</td>
<td>2/07/17</td>
</tr>
<tr>
<td>THREE</td>
<td>2/09/17</td>
</tr>
</tbody>
</table>

**CONTRACTOR'S BID**

For all Work required in accordance with the applicable Plans, Specifications and other Contract Documents, the undersigned submits the Total Bid Amount shown below accompanied by the Respondents Bid Price Breakdown shown in the following pages.

**TOTAL BID AMOUNT:**

................................................................. DOLLARS

($.................................................................)

By: ____________________________

Respondent Firm Name

Name: ____________________________

Title: ____________________________
## Voluntary Airport Low Emissions (VALE) Compressed Natural Gas (CNG) Fueling Station

**Respondent's Bid Price Breakdown**

Issued under Request for Bids Addendum #3 dated 2/9/17

### NOTES

1. This document must be completed, in its entirety, signed by an authorized representative of the Respondent, excluding all sales tax and be included with the complete response package, where noted in the organizational outline. Unit prices must include all labor, material, equipment, and overhead necessary to complete installation of the items and are to be used as a basis for pricing change orders to the contract. Unit prices shall include all components, specified in the drawings and specifications, necessary to provide a completed product.

2. Respondents are solely responsible for ensuring that all pricing extensions (math computations) are correct and summarized accordingly. In the event of a mathematical error in the individual line items, the governing price shall be that which is shown in the “Project Total” space at the bottom of this breakdown.

3. The pricing information contained in this document shall remain in effect for the duration of the project, including through the warranty period.

### Bid Item No. | Spec Section | Description | Unit | Quantity | Unit Cost | Total Cost
--- | --- | --- | --- | --- | --- | ---

#### Division 00 - General Requirements

<table>
<thead>
<tr>
<th>Bid Item No</th>
<th>Spec Section</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-100</td>
<td>All of Division 00</td>
<td>General Requirements</td>
<td>LS</td>
<td>1</td>
<td></td>
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<tr>
<td>0-100</td>
<td></td>
<td>Owner Controlled Allowance for IT-Related Requirements</td>
<td>LS</td>
<td>1</td>
<td>$25,000.00</td>
<td>$25,000.00</td>
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#### Division 2 - Site Work/Demolition

<table>
<thead>
<tr>
<th>Bid Item No</th>
<th>Spec Section</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>2-100</td>
<td></td>
<td>Mobilization</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2-101</td>
<td>31 25 00</td>
<td>Erosion Control</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2-102</td>
<td>31 23 00</td>
<td>Clearing and Grubbing</td>
<td>AC</td>
<td>0.52</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2-103</td>
<td>31 1 00</td>
<td>Tree Removal</td>
<td>EA</td>
<td>17</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2-104</td>
<td>02 41 00</td>
<td>Saw-Cut Asphalt/Concrete Pavement</td>
<td>LF</td>
<td>275</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2-105</td>
<td>02 41 00</td>
<td>Remove Asphalt Pavement and GAB (includes disposal and hauling)</td>
<td>SF</td>
<td>7,725</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2-106</td>
<td>32 01 16</td>
<td>Mill Asphalt Pavement (2-in) includes export</td>
<td>SF</td>
<td>7,800</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2-107</td>
<td>02 41 00</td>
<td>Remove Concrete Driveways, Sidewalks, etc.</td>
<td>SF</td>
<td>625</td>
<td></td>
<td></td>
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<tr>
<td>2-108</td>
<td>02 41 00</td>
<td>Remove Concrete Stairs</td>
<td>EA</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2-109</td>
<td>02 41 00</td>
<td>Remove 18” Curb &amp; Gutter</td>
<td>LF</td>
<td>245</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2-110</td>
<td>02 41 00</td>
<td>Remove Gas Line</td>
<td>LF</td>
<td>115</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2-111</td>
<td>02 41 00</td>
<td>Remove Chain Link Fence</td>
<td>LF</td>
<td>95</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2-112</td>
<td>31 0 00</td>
<td>Net Earthwork - Cut</td>
<td>CY</td>
<td>2,200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2-113</td>
<td>32 16 13</td>
<td>18” Curb &amp; Gutter</td>
<td>LF</td>
<td>280</td>
<td></td>
<td></td>
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<tr>
<td>2-114</td>
<td>32 16 13</td>
<td>Header Curb</td>
<td>LF</td>
<td>560</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2-115</td>
<td>32 01 00</td>
<td>Asphalt - Overlay (2-in)</td>
<td>SF</td>
<td>7,750</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**CONTRACTOR'S BID PRICING PAGE 4 OF 8**
### Voluntary Airport Low Emissions (VALE) Compressed Natural Gas (CNG) Fueling Station

#### Respondent's Bid Price Breakdown

**Issued under Request for Bids Addendum #3 dated 2/9/17**

This document must be completed, in its entirety, signed by an authorized representative of the Respondent, exclude all sales tax and be included with the complete response package, where noted in the organizational outline. Unit prices must include all labor, material, equipment, and overhead necessary to complete installation of the items and are to be used as a basis for pricing change orders to the contract. Unit prices shall include all components, specified in the drawings and specifications, necessary to provide a completed product.

Respondents are solely responsible for ensuring that all pricing extensions (math computations) are correct and summarized accordingly. In the event of a mathematical error in the individual line items, the governing price shall be that which is shown in the “Project Total” space at the bottom of this breakdown.

The pricing information contained in this document shall remain in effect for the duration of the project, including through the warranty period.

<table>
<thead>
<tr>
<th>BID ITEM NO.</th>
<th>SPEC SECTION</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>TOTAL QUANTITY</th>
<th>UNIT COST</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>2-116</td>
<td>32 12 16</td>
<td>Asphalt Pavement (full depth)</td>
<td>SF</td>
<td>1,700</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2-117</td>
<td>32 16 13</td>
<td>Concrete Flume (3-ft)</td>
<td>LF</td>
<td></td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>2-118</td>
<td>32 16 13</td>
<td>Concrete Flume (4-ft)</td>
<td>LF</td>
<td></td>
<td>59</td>
<td></td>
</tr>
<tr>
<td>2-119</td>
<td></td>
<td>Bollards</td>
<td>EA</td>
<td></td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>2-120</td>
<td></td>
<td>Horseshoe Bollards</td>
<td>EA</td>
<td></td>
<td>8</td>
<td></td>
</tr>
<tr>
<td>2-121</td>
<td>03 11 00</td>
<td>Light Poles/Foundations/Fixtures</td>
<td>EA</td>
<td></td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>2-122</td>
<td>33 41 00</td>
<td>Drainage - Canopy Roof Drain (C900 PVC)</td>
<td>LF</td>
<td></td>
<td>190</td>
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<tr>
<td>2-123</td>
<td>33 41 00</td>
<td>Drainage - OCS Structure (Conc.)</td>
<td>EA</td>
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<tr>
<td>2-124</td>
<td>33 41 00</td>
<td>Drainage - Outfall (18-in RCP)</td>
<td>LF</td>
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<tr>
<td>2-125</td>
<td>33 11 00</td>
<td>Water meter</td>
<td>EA</td>
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<tr>
<td>2-126</td>
<td>33 11 00</td>
<td>1&quot; Type &quot;K&quot; Copper Water Service Line</td>
<td>LF</td>
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<tr>
<td>2-127</td>
<td></td>
<td>3&quot; Gas Service Line</td>
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<tr>
<td>2-128</td>
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<td>CNG/Traffic Signage</td>
<td>LS</td>
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<tr>
<td>2-129</td>
<td></td>
<td>Monument Sign w/ Channel Letters</td>
<td>EA</td>
<td></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>2-130</td>
<td>32 17 23</td>
<td>4&quot; Thermoplastic Yellow Striping</td>
<td>LF</td>
<td></td>
<td>500</td>
<td></td>
</tr>
<tr>
<td>2-131</td>
<td>32 17 23</td>
<td>24&quot; Thermoplastic Stop Bar</td>
<td>LF</td>
<td></td>
<td>68</td>
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<tr>
<td>2-132</td>
<td>32 17 23</td>
<td>24&quot; Thermoplastic Lettering</td>
<td>SF</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>2-133</td>
<td>32 17 23</td>
<td>Thermoplastic Directional Arrows</td>
<td>EA</td>
<td></td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>2-134</td>
<td></td>
<td>Chain Link Fence (Match Existing)</td>
<td>LF</td>
<td></td>
<td>95</td>
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<tr>
<td>2-135</td>
<td>32 31 19</td>
<td>Fencing Ornamental (10-ft Tall)</td>
<td>LF</td>
<td></td>
<td>160</td>
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</tr>
</tbody>
</table>

CONTRACTOR’S BID PRICING PAGE 5 OF 8
### Voluntary Airport Low Emissions (VALE) Compressed Natural Gas (CNG) Fueling Station

**Respondent's Bid Price Breakdown**

Issued under Request for Bids Addendum #3 dated 2/9/17

---

**NOTES**

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---

### BID ITEM NO. | SPEC SECTION | DESCRIPTION | UNIT | TOTAL QUANTITY | UNIT COST | TOTAL COST
--- | --- | --- | --- | --- | --- | ---
2-136 | 32 31 19 | Fencing Ornamental - Varying Height (Less Than 10-ft Tall) | LF | 160 | 1
2-137 | 32 31 19 | 10-ft Wide x 10-ft High Double Arm Swing Gate | EA | 1 | 1
2-138 | 31 25 00 | Final Landscaping (Permanent Stabilization - Grass) | LS | 1 | 1

**Division 3 - Concrete**

- 3-100 | 03 11 00 | Retaining Wall (Excavate/Backfill/Concrete/Reinforcement/Finishing) | SF | 650 |
- 3-101 | 03 11 00 | Concrete Reinforced Equipment Slab (Excavate/Backfill/Concrete/Reinforcement) | SF | 2,200 |
- 3-102 | 32 13 13 | Concrete Pavement (8-in) | SF | 14,370 |
- 3-103 | 32 13 13 | Concrete Pavement (Fuel Island 8-in. reinforced) | SF | 2,430 |

**Division 4 - Equipment**

- 4-100 | 15 45 09 | Compressors-Reciprocating (incl. enclosures) | EA | 2 |
- 4-101 | 15 45 09 | Dryer - Simplex | EA | 1 |
- 4-102 | 15 45 09 | Spherical Storage Tanks | EA | 3 |
- 4-103 | 15 45 09 | Dispenser - Incl. all ancillary devices | EA | 2 |
- 4-104 | 15 48 09 | Stainless Steel Tubing and Fittings | LS | 1 |
- 4-105 | 15 45 09 | Mechanical Testing & Commissioning | LS | 1 |
- 4-106 | 15 45 09 | Mechanical Installation | LS | 1 |
- 4-107 | 09 90 00 | Painting and Coating | LS | 1 |

**Division 5 - Electrical and Instrumentation**

- 5-100 | 26 00 00 | Electrical Service, Fees, Testing & Commissioning | LS | 1 |
- 5-101 | 26 05 19 | Low-Voltage Power Conductors and Cable | LS | 1 |
## Voluntary Airport Low Emissions (VALE) Compressed Natural Gas (CNG) Fueling Station

**Respondent's Bid Price Breakdown**

*Issued under Request for Bids Addendum #3 dated 2/9/17*

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<table>
<thead>
<tr>
<th>BID ITEM NO.</th>
<th>SPEC SECTION</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>TOTAL QUANTITY</th>
<th>UNIT COST</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>5-102</td>
<td>26 05 19</td>
<td>Lighting and Surveillance (conduit, cameras, cable, wiring, photocell, enclosure, etc.) COMPLETE</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5-103</td>
<td>26 05 26</td>
<td>Grounding (conduit, ground rods, wire, welds, terminations, etc.) COMPLETE</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5-104</td>
<td>26 24 13</td>
<td>Distribution Switchboard Automatic Transfer Switch</td>
<td>EA</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5-105</td>
<td>26 32 13</td>
<td>125kW Stand-By Generator - Diesel (Complete)</td>
<td>EA</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5-106</td>
<td>27 02 00</td>
<td>Instrumentation System Field Testing – Training – Startup Requirements</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5-107</td>
<td>27 10 00</td>
<td>Control Panels</td>
<td>EA</td>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5-108</td>
<td>27 25 00</td>
<td>Programmable Logic Controllers</td>
<td>EA</td>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5-109</td>
<td>27 30 00</td>
<td>Instrumentation Devices</td>
<td>EA</td>
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</table>

**Division 6 - Specialty Construction**

<table>
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<tr>
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<th>SPEC SECTION</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>TOTAL QUANTITY</th>
<th>UNIT COST</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>6-100</td>
<td>13 34 19</td>
<td>Canopy Support Columns and footers</td>
<td>EA</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6-101</td>
<td>13 34 19</td>
<td>Canopy Overhead Structure and Deck and vents</td>
<td>SF</td>
<td>2,250</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6-102</td>
<td>13 34 19</td>
<td>Canopy LED Lights</td>
<td>EA</td>
<td>12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6-103</td>
<td>13 34 19</td>
<td>Aluminum Metal Composit Panels</td>
<td>SF</td>
<td>670</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6-104</td>
<td>13 34 19</td>
<td>Gutter</td>
<td>LF</td>
<td>190</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6-105</td>
<td>13 34 19</td>
<td>3&quot; PVC Rain Leader</td>
<td>LF</td>
<td>120</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6-106</td>
<td>13 34 19</td>
<td>Shade Canopy over CNG Storage Tanks w/ footers</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6-107</td>
<td>ALL</td>
<td>Any and All Additional Items (Not Listed on this Bid Form) Necessary for a Complete, Turnkey Scope</td>
<td>LS</td>
<td>1</td>
<td></td>
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</tr>
</tbody>
</table>

**Division 7 - Vehicle Conversion**

<table>
<thead>
<tr>
<th>BID ITEM NO.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>TOTAL QUANTITY</th>
<th>UNIT COST</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>7-100</td>
<td>Convert existing coach fleet vehicles to CNG</td>
<td>EA</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7-101</td>
<td>Convert utility vehicles to CNG</td>
<td>EA</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Voluntary Airport Low Emissions (VALE) Compressed Natural Gas (CNG) Fueling Station

Respondent's Bid Price Breakdown

Issued under Request for Bids Addendum #3 dated 2/9/17

<table>
<thead>
<tr>
<th>BID ITEM NO.</th>
<th>SPEC SECTION</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>TOTAL QUANTITY</th>
<th>UNIT COST</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>8-100</td>
<td></td>
<td>Contractor shall provide a 3-year maintenance agreement that shall take effect after the manufacturer's standard warranty and the Contractor's warranty expires. Warranties shall be in accordance with the manufacturer's standard recommendations.</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

NOTES

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3. The pricing information contained in this document shall remain in effect for the duration of the project, including through the warranty period.

Vendor Name: ____________________________

Signature of Authorized Agent: ____________________________ Date: __________

Name of Authorized Agent: ____________________________
BID SECURITY

Each Bid shall be accompanied by a Bid Bond, submitted in the form equivalent, in content and coverage, to that of AIA Form A310-2010 Bid Bond (or similar), a copy of which is included below for informational purposes only. Respondents are required to provide original bonds with their Bid. No reproducible copies of this document will be accepted. The Bid Bond shall be duly executed by the Bidder as Principal having as Surety thereon a Surety company fulfilling the qualifications described below.

The Bid Bond shall be written through a licensed Alabama agency on behalf of a Surety company licensed to do business in the State of Alabama and shall be in an amount equal to Ten Thousand dollars and 00/100 ($10,000.00) payable to the Birmingham Airport Authority. The Bid Bond shall be submitted with the understanding of the following:

1. the Bid Bond shall guarantee that the Bidder will submit a responsive Bid;
2. that the Bidder will not withdraw the Bid for a period of One Hundred Twenty (120) days following the opening of Bids;
3. that, if the Bidder is provided with a Notice of Intent to Award the Contract, the Bidder will enter into a formal Contract with the Owner in the form contained in the Contract Documents;
4. that the Bidder will supply evidence of the authority of the person executing the Contract Documents and bonds to do so;
5. that the required Contract Bonds, Certificates of Insurance, Equal Opportunity and Disadvantaged Business Enterprise data, certifications and submissions will be given;
6. that all other Contract Documents will be executed as required therein.

If any of the foregoing requirements are not met, the Owner shall be entitled to the full amount of the Bid Bond as damages to the Owner resulting from the Bidder’s failure to meet those requirements.

Bid Bonds will be returned to all except the three (3) apparent low, qualified, responsible, responsive Bidders within ten (10) Days after the awarding of Bid, and the remaining Bid Bonds will be returned within three (3) Days after the Owner and the successful Bidder have executed the Contract Documents required by the Owner for the Work. No cash, checks, cashier’s checks or money orders will be accepted and will constitute a non-responsive bid which will be returned to the Bidder without consideration.
DRAFT AIA Document A310™ – 2010

Bid Bond

CONTRACTOR: ____________________________

SURETY: ____________________________

OWNER: ____________________________

BOND AMOUNT: ____________________________

PROJECT: ____________________________

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and given such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety’s consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor’s bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this __________ day of __________________

<table>
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<th>Contractor as Principal</th>
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<td>(Surety)</td>
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</tr>
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| (Witness)               |        |
DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

DBE Policy

It is the policy of the Birmingham Airport Authority that DBEs as defined in 49 CFR Part 26 will have maximum opportunity to participate in the performance of all Authority projects and the Respondent will take all necessary and reasonable steps to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. Respondents will demonstrate that they will subcontract with certified DBEs, or clearly demonstrate in a manner acceptable to the Authority its good faith efforts to obtain DBE subcontractors.

Respondents are encouraged to refer to the Authority’s DBE Program and Policy which is obtained by contacting the BAA Properties and DBE Manager, Diane Gillam, at dgillam@flybirmingham.com. Respondents should refer to the directory of DBE companies certified by the Alabama Unified Certification Program (ALUCP). To ensure the eligibility of DBEs proposed to participate on the contract, all DBEs must be certified by the ALUCP. Certification applications may be obtained by contacting the BAA Properties and DBE Manager, Diane Gillam, at dgillam@flybirmingham.com. DBEs must be certified with the ALUCP at the time SOQs are received. Any firm having questions regarding its eligibility as a DBE should contact the BAA Properties and DBE Manager, Diane Gillam, regarding certification requirements at (205) 599-0522 or via email at dgillam@flybirmingham.com.

DBE Terminology

Each contract the Authority executes with the Respondent and each subcontract the Respondent executes with a subcontractor, must include the following clause:

“The consultant or subconsultant will not discriminate on the basis of race, creed, color, national origin, or sex in the performance of this contract or subsequent subcontracts. Failure of the consultant or subconsultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Authority deems appropriate.”

DBE Goals

DBE Goals are established for each specific prime contract with subcontracting opportunities. Only DBEs certified with the ALUCP will count toward the contract Goal. In accordance with the Authority’s policy, “A recipient may count expenditures of materials and supplies obtained from a DBE Manufacturer at 100% of the cost of the materials or supplies toward DBE Goal.” In accordance with the Authority’s policy, “A recipient or contractor may count toward its DBE Goal 60% of its expenditures for materials and supplies required under a contract and obtained from a DBE regular dealer.”

In the event that the Respondent for this solicitation qualifies as an eligible DBE, the contract Goal will be deemed to have been met, if the Respondent performs at least the prescribed DBE contract Goal percentage of the work with its own forces. The Respondent will be required to submit information concerning those DBEs that will participate in this contract at the time the SOQ is submitted to the Authority. The information will include the names and addresses of each DBE, description of the work to be performed by each named DBE firm. If the Respondent fails to achieve the Goal stated herein, the Respondent will be required to provide documentation demonstrating that the Respondent made “Good Faith Efforts” in attempting to do so. The BAA’s DBE Goal for this Project is 20%.

Respondent Efforts to Meet DBE Goals

1. In all contracts, the successful Respondent will satisfy to the Authority that it has made “Good Faith Efforts” to utilize DBEs in meeting the established DBE Goal. “Good Faith Efforts” are those efforts that could
reasonably be expected to result in DBE Goal attainment by a Respondent who aggressively and actively seeks to obtain DBE participation. Efforts that are merely “Pro Forma” are not “Good Faith Efforts” to meet DBE Goals. Efforts to attain DBE participation are not “Good Faith Efforts” to meet the Goals even if they are sincerely motivated, if, given all reasonable circumstances, the efforts could not reasonably be expected to produce a level of DBE participation sufficient to meet such Goals. In determining whether or not the apparent successful Respondent has made such “Good Faith Efforts” to meet the Goal, some of the factors the Authority will consider are the following:

a. Whether the Respondent attended any pre submittal meetings that were scheduled by the Authority to inform DBEs of contracting and subcontracting opportunities;

b. Whether the Respondent advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities at least ten calendar days prior to SOQ submission;

c. Whether the Respondent provided written notice by certified mail to a reasonable number of specific DBEs that their interest in the Contract was being solicited at least ten calendar days prior to SOQ submission;

d. Whether the Respondent followed up initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested;

e. Whether the Respondent selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE Goals “Good Faith Efforts” and, in the case of federally-funded projects, the DBE Goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);

f. Whether the Respondent provided interested DBEs with adequate information about the requirements of the Contract;

g. Whether the Respondent negotiated in good faith with interested DBEs, not rejecting DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities;

h. Whether the Respondent made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance required by the Authority or Consultant;

i. Whether the Respondent effectively used the services of available minority community organizations; minority contractors’ groups; local, state and federal minority business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBEs;

j. Whether the Scope of Work submitted by the Respondent to any DBE contractor, DBE subcontractor, DBE sub-subcontractor, DBE supplier, DBE sub-supplier or DBE sub-sub-supplier, and so on, either directly or in-directly, was intended to achieve, in whole or in part, the specified DBE participation;

k. Whether the Respondent has met some portion of the stated DBE Goal;

l. Whether the replies from DBEs in response to Scopes of Work submitted to them by contractors, either directly or indirectly, were fair and responsive;

m. Whether the Respondent contacted the Authority’s DBE Liaison Officer for assistance in meeting the Authority’s DBE Goals.

n. Respondents who do not meet DBE contract Goals may alternately satisfy the good faith efforts requirement by documenting their efforts to do so, and on a finding by the Authority that the Respondent did not meet the good faith effort, are entitled, at their option, to the administrative
reconsideration process as outlined in the Authority’s DBE policy. The bidder must show that it took all necessary and reasonable steps to achieve a DBE Goal which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if not fully successful.

2. Respondents who do not meet DBE contract Goals may alternately satisfy the good faith efforts requirement by documenting their efforts to do so, and on a finding by the Authority that the Respondent did not meet the good faith effort, are entitled, at their option, to the administrative reconsideration process as outlined in the Authority’s DBE policy.

3. Respondents who meet the DBE Goal will be deemed to have made the necessary “Good Faith Efforts” without the need for further proof. Failure to meet the Goal may be grounds for refusing to award the contract, if, upon investigation by the Authority, such investigation shows that the Respondent refused to make a “Good Faith Effort” to meet the Goal, or that the failure was due to discrimination. In that event, the Authority may refuse to award the contract to that Respondent.

4. The Authority will require Respondents to make a statement on how they plan to provide meaningful work for DBEs. Respondents should include the names and contact information of proposed DBEs, their scope of work and, where possible for this RFB, the extent of responsibility in each area. Certification status for all planned DBEs shall be submitted in with the response to this RFQ. Failure to provide such information may render the RFB incomplete. The Authority reserves the right to require such additional and supplemental information solely for the purpose of clarifying the DBE information submitted by the Respondent. The BAA Properties and DBE Manager will be responsible for making initial good faith determinations for the Authority.

Each Bidder shall complete, sign, and submit together with its Bid, the DBE Letter of Intent form concerning DBE participation. A Bid may be considered unresponsive and may be rejected, in the Owners sole discretion, if the Bidder fails to provide the fully executed Statement or fails to furnish the required data. The apparent low, qualified, responsible, responsive Bidder who receives a Notice of Intent to Award the Contract shall, within ten (10) Calendar Days after the date of Intent to Award, submit all additional information, required by this Disadvantaged Business Enterprise Program, to the Owner. The Bidder, in meeting the guidelines of the Disadvantaged Business Enterprise Program, is not relieved of its Equal Employment Opportunity obligations under state and federal laws and regulations.
DISADVANTAGED BUSINESS ENTERPRISE DATA

The Bidder will complete the following statement by checking the appropriate box (check one only).

- The Bidder assures that it will meet the requirements of the FAA’s DBE Provisions and the Birmingham Airport Authority's DBE Policy and Program, and will utilize not less than the prescribed goal of **20%** DBE participation. The DBE assurance stated above is the minimum prescribed goal, however, additional DBE participation is encouraged and the actual DBE contractual commitment will be the percentage of the dollar amounts of participation shown on the validated Letter(s) of Intent submitted by the Contractor. It is understood that the dollar amounts shown on the Letter(s) of Intent are estimates and that actual amounts paid to DBE subcontractors may vary depending on the final adjustments of the estimated quantities; however, the total DBE Commitment may only be modified by Change Order.

- The Bidder is unable to assure DBE participation of the prescribed Goal of 25% in this Contract, but will provide for a minimum of ________% participation. (If this box is checked, Bidder may fill in the percentage blanks and document on a separate attachment to this Assurance, Bidder’s efforts in attempting to meet the Goal.

On all contracts for which a Contract Goal has been established, the Authority will inform all competitors that they will be required to submit DBE participation information to the Authority as part of their Bid. All DBEs must be certified by the Alabama Unified Certification Program (ALUCP) at the time the bids are submitted. Failure of a Bidder to submit a Letter of Intent with the following DBE information stated below in their Bid may render the Bid nonresponsive:

1. The names and addresses of DBE firms that participate in the Contract;
2. A description of the Work each named DBE firm will perform; and
3. The dollar amount of participation by each named DBE firm.
4. Written documentation of the Bidder’s commitment to use a DBE subcontractor whose participation it submit to meet the contract goal.
5. Written confirmation from the DBE subcontractor that it will be participating in the contract as provided in the Bid.
6. A copy of each named DBE’s certification letter from the ALUCP.

**A SEPARATE LETTER OF INTENT MUST BE COMPLETED FOR EACH DBE FIRM.**
LETTER OF INTENT

Name of Prime Bidder’s firm: ________________________________________________

Address: __________________________________________________________________

City: _____________________________________________________________________

Telephone: ___________________ FAX ___________________ E-mail __________________

Prime Bidder’s Contract Amount $ __________________________

Percentage of Contract Amount performed by Prime Bidder _____________________%

Name of DBE firm: _________________________________________________________

Address: __________________________________________________________________

City: _____________________________________________________________________

Telephone: ___________________ FAX ___________________ E-mail __________________

Identity of DBE (e.g. Hispanic, American Indian, Black, Female, etc.): ______________

Check the appropriate box if the DBE is a material supplier:

☐ Materials and supplies obtained from a DBE Manufacturer (counts as 100% towards goal)

☐ Materials or supplies obtained from a DBE regular dealer (counts as 60% towards goal)

Description of work to be performed by DBE firm: _______________________________

Amount of Subcontract $__________ Subcontract Percent of Prime Bidder’s Contract Amount _____%

Commitment

The Prime Bidder is committed to utilizing the above-named DBE firm for the work described above.

By: _____________________________ Date: _____________________________

[Signature of Authorized Representative] [Title] [Name of Prime Bidder Firm]

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____________________________ Date: _____________________________

[Signature of DBE Authorized Representative] [Title] [Name of DBE Firm]
If the Prime Bidder does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation will be null and void.

EACH CONTRACT THE AUTHORITY EXECUTES WITH THE CONTRACTOR (AND EACH SUBCONTRACT THE CONTRACTOR EXECUTES WITH A SUBCONTRACTOR) MUST INCLUDE THE FOLLOWING CLAUSE:

Contractor's DBE Assurance: The Contractor or Subcontractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate.

The word “Contractor”, as used in this Assurance, will mean the same as “Bidder”.

________________________________________
(Name of Bidder)

By: ______________________________________
(Signature*)

Title: ______________________________________

Date: ______________________________________

*Must be same signature on Bid Form.
# LIST OF NON-DISADVANTAGED BUSINESS ENTERPRISE SUBCONTRACTORS / SUPPLIERS

## LETTER OF INTENT: NON-DBE

<table>
<thead>
<tr>
<th>Prime Bidder’s firm</th>
<th>Address</th>
<th>City</th>
<th>Telephone</th>
<th>FAX</th>
<th>E-mail</th>
<th>Prime Bidder’s Contract Amount</th>
<th>Percentage of Contract Amount performed by Prime Bidder</th>
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<th>City</th>
<th>Telephone</th>
<th>FAX</th>
<th>E-mail</th>
<th>Description of work to be performed by firm</th>
<th>Amount of Subcontract</th>
<th>Subcontract Percent of Prime Bidder’s Contract Amount</th>
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DISADVANTAGED BUSINESS UNAVAILABILITY CERTIFICATION
(Must be completed for each unavailable DBE contacted)

I, ___________________________________________ the ________________________________ of the
(Name) (Title)
Bidder, certify that on __________________ I contacted the following DBE Contractor to obtain a Bid for
(Date)
the following Work to be performed on:

<table>
<thead>
<tr>
<th>Forms of Bid Sought</th>
<th>Disadvantaged Contractor</th>
<th>Type of Work</th>
<th>(Unit Prices, etc.)</th>
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To the best of my knowledge and belief, said disadvantaged Contractor was unavailable (exclusive of
unavailability due to lack of agreement on price) for Work on this Project, or unable to prepare a Bid for the
following reason(s):
____________________________________________________________________________________
____________________________________________________________________________________

Signature: ___________________________ Date: ___________________________
Title: ____________________________________________

I, ___________________________________________ , the ________________________________
(Name) (Title)
of ___________________________ was offered an opportunity to Bid on the
[Disadvantaged Company Name] above-identified Work on __________________ by ___________________________.
(Date) (Contractor)

The above statement is a true and accurate account of why I did not submit a Bid on the Project.

Signature: ___________________________ Date: ___________________________
Title: ____________________________________________
INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY

Bidder: ________________________________

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY
(This form need not be filled in if all joint venture firms are disadvantaged owned.)

1. Name of joint venture: _______________________________________________________
2. Address of joint venture: _____________________________________________________
3. Phone number of joint venture: _______________________________________________
4. Identify the firms, which comprise the joint venture.
   (The DBE partner must complete the Equal Opportunity Report Statement attached to the Bid.)
   ___________________________________________________________
   (a) Describe the role of the DBE firm in the joint venture: _________________________
   (b) Describe very briefly the experience and business qualifications of each non-DBE joint venture: __________
5. Nature of joint venture’s business: _____________________________________________
6. Provide a copy of the joint venture agreement.
7. What is the claimed percentage of the DBE Ownership? __________________________
8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided in question 6.)
   a. Profit and loss sharing ________________________________________________
   b. Capital contributions, including equipment ________________________________
   c. Other applicable Ownership interests: _________________________________
9. Control of and participation in this Contract: identify (by name, race, sex and firm) those individuals (and their titles) who are responsible for Day-to-Day management and policy decision-making, including, but not limited to, those with prime responsibility for:
   a. Financial decisions _________________________________________________________
   b. Management decisions, such as:
      i. Estimating: ____________________________________________________________
      ii. Marketing and sales: _________________________________________________
      iii. Hiring and firing of management personnel: _____________________________
      iv. Purchasing of major items or supplies: _________________________________
   c. Supervision of field operations: __________________________________________

NOTE: If, after filing this disclosure and before the completion of the joint venture’s Work on the Contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the Owner, either directly or through the Bidder if the joint venture is a Subcontractor.
WITHDRAWAL OF BIDS

No Bid may be withdrawn for a period of (180) One-Hundred and Eighty Days after the time and date fixed for the opening of Bids after it is submitted, unless the Bidder can present clear and convincing documentary evidence of a Bid mistake. The Bidder must make its request by letter and such request must be received prior to the time and date fixed for the receipt of Bids. Should its Bid be withdrawn, the Bidder shall be excluded from any participation in the Project or Bidding on the same Project if it is re-advertised.

DISQUALIFICATION OF BIDDER

Any of the following causes may be considered sufficient for the disqualification of a Bidder and the rejection of its Bid:

A. Submission of more than one Bid for the same Work by a firm, partnership or corporation under the same or different names;
B. Evidence of collusion between or among Bidders;
C. Work for which the Bidder is committed by Contract, which, in the Owner's judgment and sole discretion, might hinder or prevent the prompt completion of the Work under this Contract if awarded to the Bidder;
D. Being behind on the approved completion schedule for any existing Contracts with the Owner, in litigation with the Owner or having defaulted on a previous Contract with the Owner;
E. Poor, negligent or defective performance of Work for Owner or any other party on prior Projects, which, in the Owner's judgment and sole discretion, raises doubts as to the Bidder's ability to properly perform the Work;
F. The Bidder is presently debarred or suspended by any Federal department or agency;
G. The Bidder fails to submit all of the items required under Section C, Article I, Paragraph 7 (above);
H. Appearance of the Bidder on the Department of General Services' Convicted Vendors List; and
I. Any other cause which, in the Owner's judgment and sole discretion, is sufficient to justify disqualification of a Bidder or the rejection of its Bid

REJECTION OF IRREGULAR BIDS

Bids will be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate Bids or other irregularities of any kind. The Owner shall have the right to waive any informalities or irregularities of Bids or to reject any or all Bids.

BASIS OF AWARD

A Bid Evaluation Committee will review all technically compliant Bids submitted. The Authority may retain external experts to provide advice and support in the review of the submissions. Each bid will be evaluated evenly based on the following criteria:

1. Lowest Bid
2. Commitment to Federal Provisions and RFB Requirements
3. DBE Program commitment

In determining the apparent low Bid, the Owner reserves the right to correct, in all Bids, obvious mathematical errors within the Total Bid Price, the unit price extensions, page totals or any combination thereof, if applicable.

This Contract is contingent upon receipt of committed federal funding from the FAA.
NOTICE OF INTENT TO AWARD CONTRACT

Unless all Bids are rejected, a Notice of Intent to Award the Contract will be issued to the qualified, responsible Bidder whose Bid is responsive to the Invitation to Bid and is most advantageous to the Owner, price and other factors considered. The Owner reserves the right to take into consideration the Bidder’s past performance with the Owner or any other entity in determining if the Bidder and its Bid are responsible, qualified, and most advantageous to the Owner.

PERFORMANCE AND PAYMENT BONDS

A Performance Bond and a Payment Bond, in accordance with these General Conditions and each in an initial amount of not less than the Total Contract Price, will be required of the successful Bidder for, among other, the following purposes:

A. To guarantee faithful performance of the requirements of the Contract Documents, including all applicable warranties;

B. To guarantee the payment for all labor, materials, or supplies used directly or indirectly in the prosecution of the Work provided for in the Contract.

The penal sum of the Performance Bond and the Payment Bond shall be increased or decreased during the course of the Work in the event that modifications, Change Orders or Addenda increase or decrease the Total Contract Price so that the penal sum of each bond shall be in an amount equal to the completed Contract Price at the completion of the Work.

The Bonds shall be similar, in content and requirement, to standard AIA forms A312-2010 Payment Bond and A312-2010 Performance Bond, and written through a licensed Alabama agency on behalf of a Surety company licensed to do business in the State of Alabama, meeting the following requirements:

A. Qualification - Management and Strength: The Surety must be rated no less than “A” as to management and no less than “XII” as to strength, by the latest edition of Best’s Insurance Guide, published by A.M. Best Company, PO Box 1107, Summit, New Jersey 07901.

B. Bonding Limit - Any One Risk: The bonding limit of the Surety shall not exceed five percent (5%) of the policyholder surplus (capital and surplus) as listed by the aforementioned Best’s Insurance Guide.

C. Qualification Federal Project Approval: The Surety’s company executing the Bonds shall be on the current list of the U.S. Treasury Department as being approved by and writing bonds for the Federal Projects in the amount not less than the penal sum of the Bonds provided by the Owner.

The completed Bonds shall be delivered to the Owner with the executed Contract as required hereinafter in these General Requirements.

INSURANCE REQUIREMENTS

The Selected Bidder/Contractor shall procure, at its expense, and keep in full force and effect at all times during the term of this Agreement, the types and amounts of insurance specified herein, under the “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
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 Contractor. If the Contractor's coverage is written on a claims-made basis, the Contractor shall also provide tail coverage to include claims made after the completion of the Work for the Completed Operations coverage for the required statute of repose.

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

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

Contractor shall provide proof of all required insurance and related requirements to Authority either by production of: the actual insurance policy(ies); or a Certificate of Insurance in a form acceptable to the Authority. The documents evidencing all required coverage'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.

**ADDITIONAL 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 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 and Sample Certificates.

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

**CONTRACTOR PROVIDED INSURANCE FOR NON-AIRSIDE PROJECT COVERAGE**

<table>
<thead>
<tr>
<th>Type of Coverage</th>
<th>Minimum Limits</th>
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<tbody>
<tr>
<td><strong>Worker’s Compensation</strong></td>
<td>Statutory</td>
</tr>
<tr>
<td><strong>Employee’s Liability</strong></td>
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<td></td>
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</tr>
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<td></td>
<td>$2,000,000 General Aggregate</td>
</tr>
<tr>
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<td><strong>Requirements:</strong></td>
<td></td>
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# BAA Contractor Insurance Requirements
## Contractor Provided Insurance for Air-Side Project Coverage

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EXECUTION OF AGREEMENT

The Bidder who receives a Notice of Intent to Award the Contract shall, within ten (10) Calendar Days after the date of Notice of Intent to Award, execute and deliver to the Owner the Contract Agreement, the completed Bonds listed above, satisfactory evidence of compliance with the Bid conditions pertaining to the Disadvantage Business Enterprise Program, satisfactory evidence of all required insurance coverage, proof satisfactory to the Owner of the authority of the person or persons executing the Contract Agreement and the Performance Bond and the Payment Bond on behalf of the Bidder and evidence of obtaining licenses and permits needed to perform. The above documents must be furnished, executed and delivered before the Contract Documents will be executed by the Owner. The Contract shall not be deemed awarded and shall not be binding upon the Owner until it has been approved and executed by the Owner and approved by the FAA, and a copy of the fully executed Contract Documents is delivered to the Contractor. Further, award of this Contract is contingent upon Owner’s receipt of grant funding from State agencies or the FAA, if applicable. The Owner shall have the right to rescind its Notice of Intent to Award without liability, except for the return of the Bid Guaranty to the Bidder, at any time before the Contract Documents have been fully executed by all parties and delivered to the Contractor.

FAILURE TO EXECUTE AGREEMENT - BID GUARANTY FORFEITED

If the Bidder, receiving a Notice of Intent to Award the Contract, fails to execute and deliver to the Owner the Contract Agreement, the completed Payment Bonds and Performance Bonds, the required evidences of insurance coverage, compliance with Bid conditions pertaining to the DBE Program and the evidence of authority to execute this Agreement, and evidence of obtaining licenses and permits needed to perform, within ten (10) Calendar Days after the date of the Notice of Intent to Award, the Owner may elect to rescind the Notice of Intent to Award and shall be entitled to the full amount of the Bid Guaranty, not as a penalty, but in liquidation of and compensation for damages sustained. A Notice of Intent to Award may then be provided to the next most qualified, responsible Bidder whose Bid is responsive to the Invitation to Bid and is most advantageous to the Owner, price and other factors considered. In addition, the Owner reserves the right to reject all Bids at any time prior to full execution of Contract and delivery to the Contractor.

BIRMINGHAM AIRPORT AUTHORITY PROPOSED AGREEMENT (DRAFT)

Included under these General Requirements Exhibits section is a draft of the proposed agreement to be executed between the Owner and the Contractor for the construction phase of this project. This draft is intended to provide the Bidders with the Owner’s intent regarding the terms of the final Agreement to be executed. The Owner reserves the right to modify this document prior to final draft and will provide the successful Contractor with a summary of any major modifications made between the original issuance and final draft.

All bidders are responsible for reviewing the entire contents of this Agreement draft prior to submitting a Bid for the Work and shall include, with the submittal of their Bid, notification to the Owner of any objections to the language contained in this Agreement draft. Bidders shall note the specific Agreement references (Articles, paragraphs and page numbers) when noting any exceptions to this Agreement draft.

SALES AND USE TAXES

The Owner is exempt from all taxation in the State of Alabama, including sales and use taxes under Ala. Code § 40-3-59 (1075). In addition, the Bidder is hereby notified that the Bidder will be required to apply for and obtain from the Alabama Department of Revenue, pursuant to Ala. Code § 40-9-33, a certification allowing the Bidder to purchase personal property to be incorporated into realty in connection with the Work for the Owner on a tax exempt basis. With regard to property that will not be incorporated into the realty hereunder, the Bidder will...
be required to comply with the Owner’s tax exempt procedures. The Bidder shall not include any such taxes in the Total Contract Price bid.

**TIME OF COMPLETION**

The time of completion is of the essence of this Contract and, each Bidder, if delivered an executed Contract, shall proceed with the Work in accordance with the approved schedule and within the Contract Time specified herein. In the event of failure to complete the Work within the time specified, the Owner may assess damages as provided by law or the Contract Documents, including Liquidated Damages, unless an appropriate extension of time has been granted. The time of completion or Contract Time for this Contract shall be 240 calendar days from the Contractor’s Notice to Proceed, inclusive of the base bid and any or all Alternates as awarded.

**AWARD AND EXECUTION OF CONTRACT**

**Consideration of Bids**

After the Bids are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the Proposal by the unit Bid Prices. If a Bidder’s Proposal contains a discrepancy between unit prices written in words and unit prices written in numbers, the unit price written in words shall govern.

Until the award of a Contract is made, the Owner reserves the right to reject a Bidder’s Proposal for any of the following reasons:

- If the Proposal is irregular as specified in the Subsection titled Irregular Proposals
- If the Bidder is disqualified for any of the reasons specified in the Subsection titled Disqualification of Bidders

In addition, until the award of a Contract is made, the Owner reserves the right to reject any or all Proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable federal, state and local laws or regulations pertaining to the letting of construction Contracts; advertise for new Proposals, or proceed with the Work otherwise. All such actions shall promote the Owners best interests.

**Award of Contract**

The award of a Contract, if it is to be awarded, shall be made within 30 Calendar Days after the date specified for publicly opening Proposals, unless otherwise specified herein.

Award of the Contract shall be made by the Owner to the lowest, qualified Bidder whose Proposal conforms to the cited requirements of the Owner.

No award shall be made until the FAA has concurred with the Owners recommendation to make such Award and has approved the Owner proposed Contract to the extent that such concurrence and approval are required by 49 CFR Part 18.

**Cancellation of Award**

The Owner reserves the right to cancel the award without liability to the Bidder, except return of Proposal Guaranty, at any time before a Contract has been fully executed by all parties and is approved by the Owner in accordance with the Subsection titled Approval of Contract of this Section.
Return of Bid Bond

All Bid Bonds, except those of the three lowest Bidders, will be returned immediately after the Owner has made a comparison of Bids as hereinbefore specified in the Subsection titled Consideration of Bids. Bid Bonds of the three lowest Bidders will be retained by the Owner until such time as an Award is made, at which time, the unsuccessful Bidder’s Bid Bond will be returned. The successful Bidder’s Bid Bond will be returned as soon as the Owner receives the Contracts Bonds as specified in the Subsection titled Requirements of Contract Bonds.

Execution of Contract

The successful Bidder shall sign (execute) the necessary agreements for entering into the Contract and return such signed Contract to the Owner, along with the fully executed Surety Bond or Bonds specified in the Subsection titled Requirements of Contract Bonds of this Section, within (10) Calendar Days from the date mailed or otherwise delivered to the successful Bidder. If the Contract is mailed, special handling is recommended.
BLANK COPIES
OF
SAMPLE FORMS
CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY*

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (√) or the letter “X”.

☐ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:

A. Only installing steel and manufactured products produced in the United States; or
B. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
C. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic products.
3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ Bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To furnish US domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the “facility”. The required documentation for a type 3 waiver is:

A. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
B. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
C. Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.
**Type 4 Waiver** – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

A. Detailed cost information for total project using US domestic product  
B. Detailed cost information for total project using non-domestic product

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

__________________________  _________________  
Date  Signature

__________________________  ____________________  
Company Name  Title
As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

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**A.** Only installing steel and manufactured products produced in the United States, or;

**B.** Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;

**C.** Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product
3. To furnish US domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

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1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
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**Required Documentation**

**Type 3 Waiver** - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the “item”. The required documentation for a type 3 waiver is:

- **A.** Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).

- **B.** Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.

- **C.** Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.
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__________________________________________  ________________________________________
Date                                              Signature

__________________________________________  ________________________________________
Company Name                                     Title
Equal Opportunity Report Statement
(as Required in 41 CFR 60-1.7(b))

The Bidder shall complete the following statements by checking the appropriate blanks. Failure to complete these blanks may be grounds for rejection of Bid:

1. The Bidder has _____ / has not ____ developed and has on file at each established affirmative action programs pursuant to 41 CFR 60-1.40 and 41 CFR 60-2.

2. The Bidder has ______ / has not ___ participated in any previous Contract or Subcontract subject to the equal opportunity clause prescribed by Executive Order 11246, as amended.

3. The Bidder has ______ / has not ___ filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO)-1 Report.

4. The Bidder does _____ / does not ___ employ fifty (50) or more employees.

______________________________
(Name of Bidder)

Dated: ________________

Signature: ____________________________

Print Name: __________________________

Title: _______________________________

PAGE 1 OF 1
CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services on any location under its control, where segregated facilities are maintained. The Bidder certifies further it will not maintain or provide for its employees segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the equal opportunity clause in this Contract. As used in this certification, the term “segregated facilities” means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom or any other reason. The Bidder agrees that (except where it has obtained identical certification from proposed Subcontractors for specific time periods) it will obtain identical certifications from proposed Subcontractors prior to the award of Subcontracts exceeding $100,000 which are not exempt from the provisions of the equal opportunity clause, and that it will retain such certification in its files.

(Name of Bidder)

Dated: _________________

By: ______________________

Name: ______________________

Title: ______________________
The Bidder will complete the following statement by checking the appropriate box (check one only).

- The Bidder assures that it will meet the requirements of the FAA’s DBE Provisions and the Birmingham Airport Authority’s DBE Policy and Program, and will utilize not less than the prescribed goal of **20%** DBE participation. The DBE assurance stated above is the minimum prescribed goal, however, additional DBE participation is encouraged and the actual DBE contractual commitment will be the percentage of the dollar amounts of participation shown on the validated Letter(s) of Intent submitted by the Contractor. It is understood that the dollar amounts shown on the Letter(s) of Intent are estimates and that actual amounts paid to DBE subcontractors may vary depending on the final adjustments of the estimated quantities; however, the total DBE Commitment may only be modified by Change Order.

- The Bidder is unable to assure DBE participation of the prescribed Goal of 25% in this Contract, but will provide for a minimum of _________ % participation. (If this box is checked, Bidder may fill in the percentage blanks and document on a separate attachment to this Assurance, Bidder’s efforts in attempting to meet the Goal.

On all contracts for which a Contract Goal has been established, the Authority will inform all competitors that they will be required to submit DBE participation information to the Authority as part of their Bid. All DBEs must be certified by the Alabama Unified Certification Program (ALUCP) at the time the bids are submitted. Failure of a Bidder to submit a Letter of Intent with the following DBE information stated below in their Bid may render the Bid nonresponsive:

1. The names and addresses of DBE firms that participate in the Contract;
2. A description of the Work each named DBE firm will perform; and
3. The dollar amount of participation by each named DBE firm.
4. Written documentation of the Bidder’s commitment to use a DBE subcontractor whose participation it submits to meet the contract goal.
5. Written confirmation from the DBE subcontractor that it will be participating in the contract as provided in the Bid.
6. A copy of each named DBE’s certification letter from the ALUCP.

*A SEPARATE LETTER OF INTENT MUST BE COMPLETED FOR EACH DBE FIRM.*
LETTER OF INTENT

Name of Prime Bidder’s firm: ______________________________________________________
Address: ______________________________________________________________________
City: __________________________________________________________________________
Telephone: ___________________ FAX ___________________ E-mail ______________________
Prime Bidder’s Contract Amount $____________________________________________________
Percentage of Contract Amount performed by Prime Bidder ____________________%
Name of DBE firm: __________________________________________________________________
Address: _______________________________________________________________________
City: __________________________________________________________________________
Telephone: ___________________ FAX ___________________ E-mail ______________________
Identity of DBE (e.g. Hispanic, American Indian, Black, Female, etc.): __________________

Check the appropriate box if the DBE is a material supplier:

☐ Materials and supplies obtained from a DBE Manufacturer (counts as 100% towards goal)
☐ Materials or supplies obtained from a DBE regular dealer (counts as 60% towards goal)

Description of work to be performed by DBE firm: _________________________________
_____________________________________________________________________________

Amount of Subcontract $____________________
Subcontract Percent of Prime Bidder’s Contract Amount ____________________%

Commitment

The Prime Bidder is committed to utilizing the above-named DBE firm for the work described above.

By: ___________________________ Date: ____________________________
(Signature of Authorized Representative) (Title) (Name of Prime Bidder Firm)

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: ___________________________ Date: ____________________________
(Signature of DBE Authorized Representative) (Title) (Name of DBE Firm)

If the Prime Bidder does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation will be null and void.

EACH CONTRACT THE AUTHORITY EXECUTES WITH THE CONTRACTOR (AND EACH SUBCONTRACT THE CONTRACTOR EXECUTES WITH A SUBCONTRACTOR) MUST INCLUDE THE FOLLOWING CLAUSE:
Contractor’s DBE Assurance: The Contractor or Subcontractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate.

The word “Contractor”, as used in this Assurance, will mean the same as “Bidder”.

__________________________________________
(Name of Bidder)

By: ________________________________________
(Signature*)

Title: ________________________________________

Date: ______________________________

* Must be same signature on Bid Form.
**LIST OF NON-DISADVANTAGED BUSINESS ENTERPRISE SUBCONTRACTORS / SUPPLIERS**

**LETTER OF INTENT: NON-DBE**

<table>
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<tr>
<th>Name of Prime Bidder’s firm:</th>
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<tr>
<td>Address:</td>
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<td>City:</td>
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<td>E-mail:</td>
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<tr>
<td>Prime Bidder’s Contract Amount $</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Percentage of Contract Amount performed by Prime Bidder</td>
<td></td>
<td></td>
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| Name of firm:                 |  |  |
| Address:                      |  |  |
| City:                         |  |  |
| Telephone:                    |  |  |
| FAX:                          |  |  |
| E-mail:                       |  |  |
| Description of work to be performed by firm: |  |  |
| Amount of Subcontract $       |  |  |
| Subcontract Percent of Prime Bidder’s Contract Amount |  |  |

| Name of firm:                 |  |  |
| Address:                      |  |  |
| City:                         |  |  |
| Telephone:                    |  |  |
| FAX:                          |  |  |
| E-mail:                       |  |  |
| Description of work to be performed by firm: |  |  |
| Amount of Subcontract $       |  |  |
| Subcontract Percent of Prime Bidder’s Contract Amount |  |  |

| Name of firm:                 |  |  |
| Address:                      |  |  |
| City:                         |  |  |
| Telephone:                    |  |  |
| FAX:                          |  |  |
| E-mail:                       |  |  |
| Description of work to be performed by firm: |  |  |
| Amount of Subcontract $       |  |  |
| Subcontract Percent of Prime Bidder’s Contract Amount |  |  |
I, ____________________________, the ________________________ of the Bidder, certify that on __________________________ I contacted the following DBE Contractor to obtain a Bid for the following Work to be performed on:

<table>
<thead>
<tr>
<th>Forms of Bid Sought</th>
<th>Disadvantaged Contractor</th>
<th>Type of Work</th>
<th>(Unit Prices, etc.)</th>
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To the best of my knowledge and belief, said disadvantaged Contractor was unavailable (exclusive of unavailability due to lack of agreement on price) for Work on this Project, or unable to prepare a Bid for the following reason(s):

________________________________________________________________________
________________________________________________________________________

Signature: ____________________________ Date: _________________
Title: ________________________________

I, ____________________________, (Name), the ________________________ (Title), of ________________________________ (Disadvantaged Company Name) was offered an opportunity to Bid on the above-identified Work on ______(Date) by ________________________________.

The above statement is a true and accurate account of why I did not submit a Bid on the Project.

Signature: ____________________________ Date: _________________
Title: ________________________________
INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY

Bidder: ________________________________________________

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY
(This form need not be filled in if all joint venture firms are disadvantaged owned.)

1. Name of joint venture: __________________________________________

2. Address of joint venture: _______________________________________

3. Phone number of joint venture: ________________________________

4. Identify the firms, which comprise the joint venture.
   (The DBE partner must complete the Equal Opportunity Report Statement attached to the Bid.)

   (a) Describe the role of the DBE firm in the joint venture.

   (b) Describe very briefly the experience and business qualifications of each non-DBE joint venture.

5. Nature of joint venture’s business: __________________________________

6. Provide a copy of the joint venture agreement.

7. What is the Claimed percentage of the DBE Ownership? __________________

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided in question 6.)

   (a) Profit and loss sharing

   (b) Capital contributions, including equipment

   (c) Other applicable Ownership interests

9. Control of and participation in this Contract: identify (by name, race, sex and firm) those individuals (and their titles) who are responsible for Day-to-Day management and policy decision-making, including, but not limited to, those with prime responsibility for:

   (a) Financial decisions ____________________________________________

   (b) Management decisions, such as: ________________________________

      (1) Estimating: ________________________________________________

      (2) Marketing and sales: ________________________________________

      (3) Hiring and firing of management personnel: ____________________

      (4) Purchasing of major items or supplies: _________________________

   (c) Supervision of field operations: ________________________________

NOTE: If, after filing this disclosure and before the completion of the joint venture’s Work on the Contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the Owner, either directly or through the Bidder if the joint venture is a Subcontractor.
CONTRACTOR'S AFFIDAVIT

The undersigned Contractor swears that the foregoing statements are true and correct and include all material information necessary to identify and explain the operations and ownership of
__________________________________________.

(insert name of Contractor)

Further, the undersigned agrees to provide, through the prime Contractor or, if no prime, directly to the Owner, current, complete, and accurate information regarding actual Work performed on the Project, the payment therefore, and any proposed changes, if any, of the foregoing arrangements and to permit the audit and examination of books, records and files of the named firm. Any material misrepresentation will be grounds for terminating any Contract which may be awarded and for initiating action under Federal and State laws concerning false statements.

NOTE: If, after filing this form and before the Work of this firm is completed on the Contract covered by this regulation, there is any significant change in the information submitted, you must inform the Owner of the change through the prime Contractor or, if no prime Contractor, inform the Owner directly.

Signature: ________________________________ Date: ____________
Name (print or type): ________________________________
Title: ____________________________________________

Affix Corporate Seal (where appropriate)

State of: ________________ County of: ________________

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that __________________________ (Name), whose name as __________________________ (Title) of __________________________ (Bidder), a __________________________ (Corporation/Partnership/LLC), is signed to the foregoing instrument and who is known to me, acknowledged before me on this date that being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said __________________________ (Corporation/Partnership/LLC) on the same date as stated above.

Given under my official hand and seal this ________ day of ______________, 20______.

_________________________________________________
[Notary Seal] Notary Public
My commission expires: ________________________
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of: ____________________________  County of: ____________________________

__________________________________________________________________________ being first duly sworn, deposes and says:

He/She is the ____________________________ (Title) of the Bidder that has submitted the attached Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said Bidder nor any of its officers, partners, Owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or present to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or the refrain from Bidding in connection with such Contract, or has communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract;

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, Owners, employees, or parties in interest, including this affidavit; and

The undersigned is duly authorized to give this Affidavit on behalf of the Bidder.

Date: ____________________________  Signature: ____________________________  Name: ____________________________  Title: ____________________________

State of: ____________________________  County of: ____________________________

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that

______________________________________________________________, whose name as ____________________________ (Title)
of __________________________________________________________, a ____________________________ (Bidder)
of ____________________________ (Corporation/Partnership/LLC)
is signed to the foregoing instrument and who is known to me, acknowledged before me on this date that being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said

______________________________________________________________ on the Day the same bears date.

(__________________________) (Corporation/Partnership/LLC)

Given under my official hand and seal this __________ day of ____________________________, 20__________.

[NOTARIAL SEAL] Notary Public
My commission expires: ____________________________
SAMPLE NOTICE OF INTENT TO AWARD CONTRACT

DATE: ____________________________
TO: ______________________________
PROJECT: _________________________

The Owner has reviewed the Bid submitted by you for the Work in connection with the above described Project in response to its Advertisement for Bids initially dated ______________, the Instructions to Bidders, the Contract Documents, all as modified during the bidding process.

You are hereby notified that your Bid is being considered for acceptance for the Project in the Total Amount of _____________________________ subject to the availability of FAA funds.

You are required by the Instructions to Bidders to execute the enclosed five (5) copies of the Contract Agreement and Contract Documents and furnish the required Contractor’s Performance Bond, Payment Bond, evidences of all required insurance coverage and authority to execute plus satisfactory evidence of compliance with the Bid conditions pertaining to the Disadvantaged Business Enterprise Program within ten (10) Calendar Days after the date of this Notice of Intent to Award Contract to you.

If you fail to execute said Contract Documents and to furnish said Bonds and other required documents and information within ten (10) Calendar Days after the date of this Notice of Intent to Award Contract, the Owner will be entitled to consider all your rights arising out of the Owner’s acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Intent to Award Contract to the Owner within ten (10) Calendar Days after the date hereof.

Dated this _______day of __________________, 20____.

Owner: BIRMINGHAM AIRPORT AUTHORITY

By: ________________________________
Name: ______________________________
Title: ______________________________

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Intent to Award Contract is hereby acknowledged by the undersigned this the _______ day of __________________, 20_______.

Contractor: _________________________

By: ________________________________
Name: ______________________________
Title: ______________________________
DATE: ____________________________

TO: BIRMINGHAM AIRPORT AUTHORITY

FROM: ____________________________

I, the undersigned, ____________________________, the duly authorized and acting legal representative of the Birmingham Airport Authority, do hereby certify as follows:

I have examined the attached Contract and Surety Bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof; subject to the following:

A. Insofar as the Certificate relates to the due execution of the Contract and the Surety Bonds by the Contractor and the Surety, the due authority of the representative(s) of the Contractors or the Surety who executed the Contract of the Contractor or the Surety to execute the Contract(s) and the Surety Bonds on behalf of the Contractor or the Surety, as the case may be, and the power and authority of the Contractor and the Surety to execute the Contract and the Surety Bonds, I have relied solely on the attached opinions of counsel for the Contractor and the Surety.

B. This certificate does not relate to the laws of any jurisdiction other than the State of Alabama.

_______________________________________
(Signature)

_______________________________________
(Print Name and Title)
CERTIFICATE OF SURETY'S ATTORNEY

To: Birmingham Airport Authority
Birmingham-Shuttlesworth International Airport
5900 Messer Airport Highway
Birmingham, Alabama 35212

Re: Surety Bond #: ________________________________

(the “Surety Bond”)

Gentlemen:

I have acted as counsel for ____________________________, a company/corporation

(“Surety”) organized under the laws of the State of _____________________________. I have examined executed or

certified copies of the above-referenced Surety Bond and the certificate of incorporation, bylaws and such

other pertinent corporation proceedings and documents of the Surety that I have deemed necessary in

connection with the opinions hereinafter set forth.

Based on the foregoing and such other investigation as I have deemed necessary, I am of the opinion that:

1. The Surety has been duly organized and validly exists in good standing under the laws of Alabama.

2. The Surety has corporate power and authority to enter into and perform its obligation under the Surety

   Bonds. The execution and delivery of the Surety Bonds and the performance by the Surety of its

   obligation thereunder have been duly authorized by requisite corporate action and the Surety Bonds

   have been duly executed and delivered by the Surety. The Surety constitutes a legal, valid and binding

   obligation of the Surety and is enforceable against the Surety in accordance with the terms of such

   instrument.

The enforceability of the obligations of the Surety under the Surety Bond may be limited by (i) bankruptcy,

insolvency or other similar laws affecting the enforcement of creditors’ rights and (ii) general principles of

equity, regardless of whether such enforceability is considered in a proceeding at equity or at law.

________________________________________

(Name and Title)

Date: ________________________________

Address:

________________________________________

________________________________________
CERTIFICATE OF CONTRACTOR'S ATTORNEY

TO: Birmingham Airport Authority
Birmingham-Shuttlesworth International Airport
5900 Messer Airport Highway
Birmingham, Alabama 35212

Re: ________________ (the “Contract”)

Gentlemen:

I have acted as counsel for ________________, a company/corporation (“Contractor”) organized under the laws of the State of __________. I have examined executed or certified copies of the above-referenced Contract and the certificate of incorporation, bylaws and such other pertinent corporation proceedings and documents of the Contractor that I have deemed necessary in connection with the opinions hereinafter set forth.

Based on the foregoing and such other investigation as I have deemed necessary, I am of the opinion that:

1. The Contractor has been duly organized and validly exists in good standing under the laws of Alabama.

2. The Contractor has corporate or other entity power and authority to enter into and perform its obligation under the Contract. The execution and delivery of the Contract and the performance by the Contractor of its obligation there under have been duly authorized by requisite corporate or other entity action and the Contract has been duly executed and delivered by the Contractor. The Contract constitutes a legal, valid and binding obligation of the Contractor and is enforceable against the Contractor in accordance with the terms of such instrument.

The enforceability of the obligations of the Contractor under the Contract may be limited by (i) bankruptcy, insolvency or other similar laws affecting the enforcement of creditors rights and (ii) general principles of equity, regardless of whether such enforceability is considered in a proceeding at equity or at law.

________________________________________
(Name and Title)

Date: ________________

________________________________________
(Address)
SAMPLE NOTICE TO PROCEED

DATE: __________________________

TO: ______________________________

________________________________

________________________________

PROJECT: __________________________________________________________

__________________________________________________________

You are hereby given notice to commence Work, in accordance with the Contract Agreement and Request for Bid Documents dated ________________ 20__, on or before ________________, 20___. (the “Commencement Date”).

The date of completion of all Work to be performed under the Contract Documents is therefore established as ________________, 20__. You are required to return an acknowledged copy of this Notice to Proceed to the Owner on or before the Commencement Date.

Dated this ______ day of ____________________________ 20______.

Owner: BIRMINGHAM AIRPORT AUTHORITY

By: ________________________________

Name: ______________________________

Title: ______________________________

ACCEPTANCE OF NOTICE TO PROCEED

Receipt of the above Notice of Intent to Award Contract is hereby acknowledged by the undersigned this the ______ day of ____________________________ 20______.

Contractor: ______________________________

Signature: ______________________________

Print Name: ______________________________

Title: ______________________________
CONTRACTOR'S INTERIM RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS, ____________________________________________ (CONTRACTOR, “the Releasing Party”) has furnished material, stored materials, equipment, supplies, or labor or some or all of them in connection with the ____________________________________________ (“Project”) and the work required by the contract between ____________________________________________ (“CONTRACTOR”) and THE BIRMINGHAM AIRPORT AUTHORITY (“OWNER”), for the Project (the “Contract”).

NOW, THEREFORE, having first been duly sworn and having received the progress payment due, in the amount of _______________ Dollars ($ _____________), paid to ____________________________________________, by the _______________ (OWNER), which sum represents the current amount owed to ____________________________________________ (“CONTRACTOR”) in connection with, relating to or arising out of the Contract or the Project, the Releasing Party does hereby:

1. Certify and represent to Owner that all persons, firms, associations, corporations, or other entities who have furnished labor, material, stored material, equipment or supplies to, for, or on behalf of Releasing Party in connection with the Releasing Party’s performance or obligations related to the Project have been paid, including any and all applicable taxes, duties, license fees and royalties;

2. Release and waive any and all liens which Releasing Party, its affiliates, successors or assigns have or may have upon any portion of the Project or the land of Owner or the buildings thereon, for labor, materials, stored materials, supplies or equipment furnished by, for, or on behalf of Releasing Party;

3. Release and forever discharge Owner, and their affiliates, successors and assigns, from any all claims, demands and causes of action of any kind which Releasing Party or its affiliates, successors or assigns have or may have in the future arising out of anything which has occurred or failed to occur in connection with the Project of labor, material, stored materials, equipment or supplies furnished by Releasing Party;

4. Certify and represent that no portion of the Project, the land of the Owner, or any buildings thereon, can me made subject to any valid lien by any person or entity which as furnished labor, material, stored materials, equipment or supplies to, for, or on behalf of Releasing Party for use in connection with the Project, and agrees to indemnify and hold harmless Owner, and their affiliates, successors and assigns, from all loss, cost, damage or expense (including, without limitation, attorneys’ fees) arising from any liens, claims or demands of any person or entity which has furnished labor, material, equipment or supplies to, for, or on behalf of the Releasing Party in connection with the Releasing Party’s performance or obligations related to the Project; and

5. Certify and represent that the person signing on behalf of the Releasing Party has authority to bind and obligate the Releasing Party hereto.

6. Payment of the agreed sum referenced above satisfies all conditions of this release.

IN WITNESS WHEREOF, Releasing Party has caused this Contractor’s Interim Release of Lien to be executed by its duly authorized owner, partner, agent or officer on the _______________ day of ____________________________, 2017.

________________________________________
Name of Releasing Party

Signature: ____________________________________________

Print: ____________________________________________

Title: ____________________________________________

STATE OF ALABAMA
COUNTY OF JEFFERSON

Sworn to before me this ___________ day of ____________________________, 20__.

My Commission Expires: ____________________________

Notary Public
Respondent Information: Provide the following information regarding the Respondent.

(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.)

Respondent Name: __________________________________________________________________ (NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: __________________________________________________________________

City: ____________________________ State: _____ Zip Code: __________
Telephone: ______________________ Fax: ______________________
Website address: ______________________
Year established: ______________________

Provide the number of years in business under present name: ______________________

Social Security Number or Federal Employer Identification Number: ______________________

DUNS NUMBER: ______________________

Business Structure: (Check the box that indicates the business structure of the Respondent.)

☐ Individual  ☐ Sole Proprietorship (If checked, list Assumed Name, if any):

☐ Partnership  ☐ Corporation  (If checked, check one):  ☐ For Profit  ☐ Non Profit

Also, check one:  ☐ Domestic  ☐ Foreign

Other  If checked, list business structure:

______________________________________________________________________________

Printed Name of Contract Signatory: ____________________________________________

Job Title: ____________________________________________

(NOTE: This RFB solicits bids to provide services under a contract which has been identified as "High Profile". Therefore, Respondent must provide the name of person that will sign the contract for the Respondent, if awarded.)

Provide any other names under which Respondent has operated within the last 10 years and length of time under for each:

______________________________________________________________________________

Provide address of office from which this project would be managed:

______________________________________________________________________________

City: ____________________________ State: _____ Zip Code: __________
Telephone: ______________________ Fax: ______________________
Annual Revenue: ____________________________
Total Number of Employees: ____________________________
Total Number of Current Clients/Customers: _______________________________________

Briefly describe other lines of business that the company is directly or indirectly affiliated with:

____________________________________________________________________________
____________________________________________________________________________

List Related Companies:

____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

2. **Contact Information:** List the one person who the Authority may contact concerning your proposal or setting dates for meetings.

   Name: ____________________________  Title: ____________________________

   Address: __________________________

   City: ____________________________  State: ______  Zip Code: ______________

   Telephone: _________________________  Fax: ____________________________

   Email: ____________________________

3. Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next two (2) years?
   - [ ] Yes  [ ] No

4. Is Respondent authorized and/or licensed to do business in Alabama?
   - [ ] Yes  [ ] No
     If “Yes”, list authorizations/licenses.

5. Where is the Respondent’s corporate headquarters located?

6. Local / County Operation: Does the Respondent have an office located in close proximity to Birmingham, Alabama and, if so, where?
   - [ ] Yes  [ ] No

7. Has the Respondent ever been suspended by or received any other disciplinary action (pending or resolved), from any regulatory bodies or professional organizations? If “Yes”, state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.
   - [ ] Yes  [ ] No

8. **Surety Information:** Has the Respondent ever had a bond or surety canceled or forfeited?
   - [ ] Yes  [ ] No
   If “Yes”, state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
9. **Bankruptcy Information**: Has the Respondent been declared bankrupt or filed for protection from creditors under state or federal proceedings within the past (10) years?

☐ Yes ☐ No

If “Yes”, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

________________________________________________________________________

10. **Previous Contracts:**

   A. Has the Respondent ever failed to complete any contract awarded?

☐ Yes ☐ No

If “Yes”, state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract:

________________________________________________________________________

   B. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

☐ Yes ☐ No

If “Yes”, state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract:

________________________________________________________________________

   C. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?

☐ Yes ☐ No

If “Yes”, state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.
Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

1. Describe Respondent’s airport experience relevant to the Scope of Services requested by this RFP.

2. Identify and describe up to five (5) projects installed or being installed in the continental U.S. within the last five (5) years with similar functionality and complexity to the proposed system, including airport projects with comparable environmental conditions to Birmingham, if any. In the following sequence, include project name, location, your firm’s role (prime or subcontractor), completion date, project duration (projected vs. actual), contract value (projected vs actual), project scope, your firm’s project manager, primary subcontractors (if your firm was prime), and any violations, claims, litigation – whether pending or resolved - associated with the identified project. For each project, identify client point of contact (name & title) and current contact information (phone & email).

3. If Respondent has provided services for the Birmingham Airport Authority in the past, describe the services provided, your role (prime or subcontractor) and the department and date for which Respondent provided services.

4. Describe any innovative aspects/solutions implemented by your firm in projects identified in question two (2) above and the associated benefits.

5. Include an organization chart of proposed installation team. Identify the key staff members (include Project Manager and software development staff) to be assigned to the project and describe their professional qualifications and airport relevant experience.

6. Additional Information. Identify any additional skills, experiences, background, qualifications, certifications, and/or other relevant information you wish to be considered.
LITIGATION DISCLOSURE FORM*

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

YES   NO

Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the Birmingham Airport Authority or any other Federal, State or Local Government, or Private Entity?

YES   NO

Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the Birmingham Airport Authority or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

YES   NO

If you have answered “Yes” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT (the “Contract” or “Agreement”) is made between the Birmingham Airport Authority (“BAA” or the “Owner”) and _________________________ (the “Contractor”), who, in consideration of the mutual promises contained herein, agree as follows:

A. SCOPE OF WORK

As detailed in the Request for Bids Package issued by Owner, Contractor shall construct a new Compressed Natural Gas (CNG) Facility at the Birmingham-Shuttlesworth International Airport, in accordance with the Bid Documents in Exhibit A and the Contract Documents. Performance as described shall constitute the Work.

B. CONTRACT TIME

Time is of the essence in performing and completing the Work. The Contract Time shall be as defined in the Bid Documents. Upon the parties’ execution of the Contract, Contractor shall proceed with the Work after receiving a Notice to Proceed from Owner, and in accordance with the approved schedule (the Commencement Date”) and finish within the time specified by Owner (the “Completion Date”). In the event that Contractor fails to complete the Work by the Completion Date, Owner may assess damages as provided by law or the Contract Documents, including Liquidated Damages, unless an appropriate extension of time has been granted in writing by Owner.

C. COMPENSATION

Contractor shall be paid in the amounts and at the times specified in the Contract Documents, and agreed upon by BAA in response to Contractor’s Bid Proposal. This constitutes the total compensation payable to Contractor, absent written approval by BAA in advance of additional charges.

D. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between BAA and Contractor, consist of the following documents and provisions that are incorporated herein:

1. The Agreement Between Owner and Contractor;
2. The Bid Documents issued by BAA and attached as Exhibit A;
3. Contractor’s Bid Proposal, attached as Exhibit B;
4. The Federal Provision Requirements attached as Exhibit C; and
5. The Safety and Security Requirements attached as Exhibit D.

Contractor shall perform in accordance with all conditions, duties, requirements, responsibilities and obligations set forth in the Contract Documents. The Definitions included in the Bid Documents shall apply to this Agreement. In the event of conflicting provisions or specifications, the executed Agreement and related Exhibits shall take precedence over and supersede the Bid Documents and Contractor’s Bid Proposal. BAA’s Bid Documents are a part of the Contract Documents and shall govern all obligations not specifically referenced in the Agreement and related Exhibits.

E. GOVERNING LAW AND VENUE

This Agreement is made and entered in the State of Alabama. The Agreement shall be construed in accordance with the laws of the State of Alabama, regardless of any choice of law principles. Venue for any action for breach of or enforcement of any provision of this Agreement shall be in courts located within Jefferson County, Alabama.

F. NOTICES AND COMMUNICATIONS

All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be either hand delivered and reasonably documented by a reputable messenger, courier service or overnight mail, or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services or overnight mail, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

**General Notices to BAA:**

Chief Executive Officer
Birmingham Airport Authority
5900 Messer Airport Highway
Birmingham, AL 35212

**Legal Notices to BAA:**

Chief Legal Officer
Birmingham Airport Authority
5900 Messer Airport Highway
Birmingham, AL 35212

To Contractor:
Contractor shall immediately notify BAA in writing when problems occur with respect to any safety, facility, or security issue and maintain a written record of each incident, to be provided to BAA upon request.

G. RELATIONSHIP OF THE PARTIES

Contractor, or any successor in interest to this Agreement, is and shall be deemed to be an independent contractor and Contractor and shall be solely responsible to all parties for its acts or omissions. Authority shall in no way be responsible for acts, omissions, debts, or obligations of Contractor. Nothing in this Agreement shall be construed to create an employment relationship with Contractor or any third party beneficiary. Contractor shall bear sole responsibility for compliance with all employment laws and Alabama laws governing Workers Compensation.

IN WITNESS WHEREOF, BAA and Contractor have duly executed this Agreement in duplicate. One counterpart each has been delivered to BAA and Contractor.

BIRMINGHAM AIRPORT AUTHORITY:

By: _________________________________
Printed Name: __________________________
Title: ________________________________

CONTRACTOR:

By: _________________________________
Printed Name: __________________________
Title: ________________________________
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