REQUEST FOR QUOTATIONS

RUNWAY AND TAXIWAY RE-PAINT PROJECT
BIRMINGHAM-SHUTTLESWORTH INTERNATIONAL AIRPORT

ISSUED:
July 1, 2020

DUE:
July 31, 2020

DELIVER TO:
Birmingham Airport Authority
Attn: Mike Thompson
Runway and Taxiway Re-Paint Project
1710 40th Street North, Suite D
Birmingham, AL 35217
1. Advertisement

The Birmingham Airport Authority (BAA or Authority) is requesting Quotations from professional Airport Runway and Taxiway Marking and Striping contractors (Respondents) to remove and re-paint all runway and taxiway markings on Runway 6/24, taxiways H, A, F, M, P, N, G and B (excluding the Runway 18/36 Hold Markings and the enhanced taxiway centerline markings associated with Runway 18/36 on taxiways B, F, A, G, N and M) that do not meet the current FAA standards and specifications.

Sealed Request for Quotations will be received at the Birmingham Airport Authority Receiving Office by hand delivery or via normal shipping methods (USPS, UPS, FedEx, etc.) at:

Birmingham Airport Authority
Attn: Mike Thompson
Runway and Taxiway Re-Paint Project
1710 40th Street North, Suite D
Birmingham, AL 35217

The deadline for Request for Quotation submissions is July 31, 2020 at 2:00 PM local time.

Copies of the RFO can be obtained by visiting the airport’s website at http://www.flybirmingham.com/aboutbhm-business.aspx or via email at mthompson@flybirmingham.com

2. Project Description

2.1 Background

The BAA anticipates that the selected contractor will possess a specialized set of skills and capabilities required to ensure that all Runway and Taxiway markings in this project meet the requirements of FAA AC 150/5340-1M (current edition) Standards of Airport Markings. All markings to are shown to scale in Attachment A, BHM Marking and Signage Plan

FAA and BAA Requirements

All work shall be performed in accordance with Federal Aviation Administration (FAA) requirements, as outlined in the FAA AC 150/5340-1M (current edition) Standards of Airport Markings.

Type 3 glass beads are required on the runway centerline and all runway and ILS hold markings; type 1 glass beads are to be used on all other markings where glass beads are required. Glass beads must meet the specifications (TT-B-1325) found in AC 150/5370-10E (current edition).

Paint and glass bead application rates must meet the specifications found in AC/150 5370-1M (current edition).

- Paint application rate =15 mils or 115 sq. ft. / gal.
- Bead application rate = 7 lbs. / gal. for Type 1 beads
  10 lbs. / gal. for Type 3 beads

Paint must conform to Federal specification TT-P-1952, Type III

All surfaces must be prepped prior to paint application. Methods such as sweeping, washing with water, or blowing with compressed air may be used depending on the condition of the existing marking.

Once complete, markings must be blown with compressed air or swept free or debris.
2.2 Phasing
This will be a single-phase project with varying work hours based on Airport traffic and BAA safety requirements.

All work on the markings listed below must be performed between the hours of midnight and 4:00 am:

- All markings associated with Runway 6/24, including lead on / lead off markings
- Taxiway A edge, centerline, and enhanced centerline markings
- Taxiway H edge, centerline, and ILS Hold markings
- Taxiway F edge and centerline markings between Runway 6/24 and Runway 18/36
- Runway 18/36 hold marking and hold position surface painted signs on taxiway A

3. Request for Quotation Submission Guidelines

3.1 RFQ Inquires and Discussion Format
Requests for information or clarifications regarding this RFQ must be submitted via email to Mike Thompson at mthompson@flybirmingham.com not later than (5) calendar days prior to the proposal due date.

3.2 Submission Requirements
All Request for Quotations must be submitted in a sealed package clearly marked “2020 Runway and Taxiway Re-Paint Project”.

All proposals shall be on 8 1/2” x 11” sheets with font no smaller than 10 point.

Submissions must include price and a minimum of three references where this service has been performed at an Airport of similar or larger size and complexity. References should include Airport, contact name and telephone number, and a brief description of the work performed.

3.3 Proposal Due Date and Time
Sealed Quotations will be received at BHM by hand delivery to the Birmingham Airport Authority Receiving Office or via normal shipping methods (USPS, UPS, FedEx, etc.) at:

Birmingham Airport Authority  
Attn: Mike Thompson  
Runway and Taxiway Re-Paint Project  
1710 40th Street North, Suite D  
Birmingham, AL 35217

The deadline for submissions shall be 2:00 PM local time, July 31, 2020.

3.4 Selection Criteria
Submissions will be evaluated on price and Airport experience, specifically: knowledge and understanding of airport operations and FAA standards.
3.5 General Conditions

3.5.1 To provide a quote for services to perform all work described within the scope of this RFQ.

3.5.2 Markings will be removed and applied per the requirements of the following FAA Advisory Circulars:

- AC 150/5340-1 (Standards for Airport Markings), current edition
- AC 150/5370-10 (Standard Specifications for Construction of Airports), current edition
- AC 150/5370-2 (Operational Safety on Airports During Construction), current edition

3.5.3 Pavement joints are to be protected from damage during the paint removal process. All pavement damaged as a result of the paint removal process shall be replaced in-kind to its original condition at no additional cost to the owner.

3.5.4 Work schedule will be dependent on location of work on the airfield. The contractor should expect both daylight and nighttime work as part of the project scope.

3.5.5 Changes and Alterations: The Birmingham Airport Authority (BAA) reserves the right to make any alterations in the RFQ and/or contract as may be necessary due to changing conditions found during or before the project. The Vendor shall not claim forfeiture of contract by reasons of such changes by the BAA representative. If such changes increase or decrease the amount of the work or materials, the Vendor will be paid according to the quantity of product delivered at the prices established for such work under the contract. Any alterations or changes that diminish the scope of work or materials shall not constitute a claim for damages or for the loss of anticipated profits. Any alterations from the original job estimate provided by vendor must be submitted in writing and must be approved by the designated BAA Representative.

3.6 RFQ Validity

Submissions shall remain valid for one hundred eighty (180) calendar days from the final date of submission. By submission of a Request for Quotation, Respondent guarantees that its offer is firm for 180 calendar days from the Submission due date.

4. Disclaimer

This is a Request for Quotation. This is not an offer, or contract. The submission of a quotation in response to this process does not impose any legal obligations upon either the Authority or the firms submitting the statement, nor does it create any contractual or quasi-contractual relationship between them.

The Authority reserves the right to reject or disregard any or all quotations, to negotiate with any or all persons submitting statements and/or to enter into a contract or contracts with any firm or firms for any or all of the described services.

The Authority is not obligated to respond to any statement or is it legally bound in any manner whatsoever by the submission of a statement pursuant to this published process. All Statements as submitted are subject to further negotiation at the option of the Authority.

The RFQ has been prepared solely for informational purposes only and does not commit the Authority to pay for any costs incurred in the preparation of a RFQ made in response of this RFQ or for any costs incurred prior to the formal ratification of a final and formal agreement. This RFQ is subject to errors, omissions, modifications, withdrawal, or cancellation without notice.
All RFQs shall become the property of the Authority. Only those firms responding to this solicitation and having tendered their RFQs which meet the requirements herein specified will be considered for the service contemplated regardless of prior contract with the Birmingham Airport Authority, the City of Birmingham, or other agencies, departments or personnel.

BIRMINGHAM AIRPORT AUTHORITY
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 operations be by the Contractor, or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose act any of them may be liable.

A copy of the Contractor's current insurance certificate, verifying the Contractor's insurance coverage, must be submitted upon execution of the Agreement and prior to commencement of the Work. The minimum required insurance coverage is not intended to, and shall not in any manner, limit or reduce liabilities and obligations assumed by the Contractor, its agents, employees, or any subcontractor. Contractor shall furnish the insurance coverages outlined in Exhibit A: “BAA Contractor Insurance Requirements” either through existing policies or by virtue of a specific project policy, with deductible limits acceptable to the Authority.

Certificates of Insurance shall be filed with the Owner prior to commencement of the Work on a Certificate of Insurance form, or Certificates, policies, or endorsements acceptable to the Owner. If such insurance coverages are required to remain in force after Final Payment, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment by the Contractor. Information concerning reduction or cancellation of coverage shall be immediately furnished by the Contractor to the Owner.

All such insurance shall be primary and non-contributing with any other insurance held by Authority where liability arises out of or results from the acts or omissions of Contractor, its agents, employees, officers, assigns or any person or entity acting for or on behalf of Contractor. Such policies shall also include a Waiver of Subrogation and provide the Owner at least thirty (30) days prior written notice of any cancellation or non-renewal thereof. Such policies may provide for reasonable deductibles and/or retentions acceptable to the Authority based upon the nature of Contractor's operations and the type of insurance involved.

Coverages, whether written on an occurrence or claims made basis, shall be maintained without interruption from date of commencement of the Work until date of Final Payment and termination of any coverage required to be maintained after Final Payment. If such insurance coverages are required to remain in force after Final Payment, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment by the 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 coverages 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>Worker's Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>Employee’s Liability</td>
<td>$1,000,000 Each Accident&lt;br&gt;$1,000,000 Disease – Policy Limit&lt;br&gt;$1,000,000 per Employee</td>
</tr>
<tr>
<td><strong>Requirements:</strong></td>
<td>1. Voluntary Compensation Endorsement&lt;br&gt;2. Waiver of Subrogation</td>
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<tr>
<td>General Liability</td>
<td>$1,000,000 each occurrence&lt;br&gt;$2,000,000 General Aggregate&lt;br&gt;$2,000,000 Completed Operations/Products Aggregate&lt;br&gt;$2,000,000 Personal Injury&lt;br&gt;$5,000 Medical Payments</td>
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<td>Business Automobile</td>
<td>$2,000,000 per occurrence combined limit for bodily injury liability and property damage</td>
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<td><strong>Requirements:</strong></td>
<td>1. Covers owned, non-owned and hired autos&lt;br&gt;2. Primary &amp; Non-Contributory&lt;br&gt;3. Waiver of Subrogation&lt;br&gt;4. (30) day Notice of Cancellation to Certificate Holder</td>
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<td>Umbrella</td>
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<td>Builder’s Risk Policy</td>
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<td>1. Coverage shall insure interest of Owner and Contractor&lt;br&gt;2. Provide Replacement Cost&lt;br&gt;3. Event of Loss, proceeds of any claim shall be paid to the Owner who shall apportion the proceeds between the Owner and the Contractor as their interest may appear&lt;br&gt;4. Coverage includes flood and earth movement&lt;br&gt;5. Per Project Aggregate</td>
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<td>Pollution Policy</td>
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<td>Professional Liability</td>
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<td>8. CG2010 and CG2037 Endorsements</td>
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**Pollution Policy** $5,000,000 (Depending on project)

**Professional Liability** $1,000,000 (Depending on project)