



REQUEST FOR BID
ADDENDUM NUMBER: **ONE (1)**
DATE: **November 11th, 2020**

PROJECT: Request for Bid UPS Battery Replacement
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 dated November 11th, 2020. The following Recipients of this Addendum are advised to provide this Addendum to anyone to whom they further distribute without the BAA's knowledge.

Participants in this RFB are required to acknowledge receipt of this Addendum in their Bid package. Failure to do so may subject the Respondent to disqualification.

ADDITIONAL INFORMATION / CLARIFICATIONS / ATTACHMENTS DESCRIBED BELOW:

1. The following questions have been asked:

Question – What is the make model & quantity of battery needed for each UPS?

Answer - UPS1 Concourse A& UPS2 Concourse B Battery, CSB, 12V 280WPC, Quantity (160)
UPS3 Battery CSB, 12V 330WPC Quantity (80).

Question – Is there a loading dock on site for delivery of batteries?

Answer - Yes.

Question – Where is each unit located? First floor, basement, etc.

Answer - The units are all located on the ground floor level.

Question – Are there any obstructions between the loading dock and UPS rooms?

Answer - No, there is unobstructed access through doors that lead directly to the UPS rooms.

Question – Is there a pallet jack on site we can use?

Answer - Yes.

Question – Is floor protection needed at any sites?

Answer - No floor protection is necessary, as long as everything is carted and all contents remain entirely on the cart.

Question – Can the batteries be installed during normal hours?

Answer- Yes, the batteries can be installed during normal business hours.

Question – Also Appendix A & B what were they supposed be?

Answer - Appendix A- Bid Insurance Requirements. Appendix B: Bid Form. These are attached to this addendum.

END OF ADDENDUM NUMBER ONE (1)

Appendix A: BAA Insurance Requirements

The Selected Company shall procure, at its expense, and keep in full force and effect at all times during the term of this Agreement, the types and amounts of insurance specified in "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, and employees, including, with limits, the OAR and the Engineer and the other named consultants, their officers, 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 Company'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 Company in, on or about Airport, which the Company may be legally liable, whether such operations be by the Company, 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 Company's current insurance certificate, verifying the Company'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 Company, its agents, employees, or any subcontractor. Company shall furnish the insurance coverages outlined in "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 Company. Information concerning reduction or cancellation of coverage shall be immediately furnished by the Company 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 Company, employees, officers, assigns or any person or entity acting for or on behalf of Company. 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 Company'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 Company's coverage is written on a claims-made basis, the Company 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, Company 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 Company 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 Company, and Company agrees to promptly reimburse Authority for the cost thereof. Payment shall be made within thirty (30) days of invoice date.

Company shall provide proof of all required insurance and related requirements to Authority either by production of: the actual insurance policy(ies); or a Certificate of Insurance in a form acceptable to the Authority. The documents evidencing all required coverage's shall be filed with Authority prior to Company 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 Company 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 Company 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 Company, 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 Company has Subcontractor performing any work, the Subcontractor is subject to the same insurance requirements outlined in this section and on: BAA Contractor's Insurance Requirements.

Company 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 Company hereby agrees to indemnify, defend and hold Owner, employees and designees ("Indemnities") harmless from all losses, claims, liabilities, injuries, damages and expenses, including reasonable 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) but only to the extent claim(s) arising out of, or caused by, the negligent performance, or lack of

performance of professional services, by Company of its duties and obligations under or pursuant to this Agreement and Amendments.

BAA CONTRACTOR INSURANCE REQUIREMENTS

It is highly recommended that each Bidder request that its current insurance broker/agent review the insurance requirements in this Contract before completing and submitting a Bid, so each Bidder will be aware of any additional cost that may be incurred to meet the Owner's insurance requirements for this Contract. No such additional costs shall be part of the Bid price, and the Company 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.

Company 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

| <u>Type of Coverage</u> | <u>Minimum Limits</u> |
|-------------------------------|---|
| Worker's Compensation | Statutory |
| Employee's Liability | \$1,000,000 Each Accident \$1,000,000 Disease – Policy Limit \$1,000,000 per Employee |
| Requirements: | <ol style="list-style-type: none"> 1. Voluntary Compensation Endorsement 2. Waiver of Subrogation |
| General Liability | \$1,000,000 each occurrence \$2,000,000 General Aggregate \$2,000,000 Completed Operations/Products Aggregate \$2,000,000 Personal Injury \$5,000 Medical Payments |
| Requirements: | <ol style="list-style-type: none"> 1. XCU Perils Coverage 2. Completed Operations Extended 3 Years 3. Broad Form Property Damage 4. Fellow Employee Coverage 5. Primary & Non-Contributory 6. Waiver of Subrogation 7. 30 Days Notice of Cancellation to Certificate Holder 8. CG2010 and CG2037 Endorsements 9. Contractual Liability applicable to Contractor's indemnification obligations |
| Business Automobile | \$2,000,000 per occurrence combined limit for bodily injury liability and property damage |
| Requirements: | <ol style="list-style-type: none"> 1. Covers owned, non-owned and hired autos 2. Primary & Non-Contributory 3. Waiver of Subrogation 4. 30 Days Notice of Cancellation to Certificate Holder |
| Umbrella | \$5,000,000 |
| Builder's Risk Policy | Amount of Project <ol style="list-style-type: none"> 1. Requirement: Contractor provide coverage for Contractor's equipment on the job site and all construction material and equipment which is schedule for the Work but has not been delivered to the Job Site 2. Coverage shall insure interest of Owner and Contractor 3. Provide Replacement Cost 4. Event of Loss, proceeds of any claim shall be paid to the Owner who shall apportion the proceeds between the Owner and the Contractor as their interest may appear 5. Coverage includes flood and earth movement 6. Per Project Aggregate |
| Pollution Policy | \$1,000,000 <i>(Depending on project)</i> |
| Professional Liability | \$1,000,000 <i>(Depending on project)</i> |

Appendix B: Bid Form

I. Contract Costs for Products and Services

If the BAA enters a contract with the Contractor to secure the products and services described in this Agreement, the costs outlined in this Cost Proposal Form shall apply.

A. Signature

The Cost Proposal Form must be typed into or filled out with pen and ink and signed in longhand, in ink, by a principal authorized to make contracts.

B. Quantities

The quantities or usage requested are estimated only unless otherwise stated. No guarantee or warranty is given or implied by BAA as to the total amount that may be or may not be purchased through any resulting contracts. These quantities are for Contractor's information only and will be used for bid tabulation and cost comparison. BAA reserves the right to increase or decrease quantities until contract is finalized.

C. Variances

Where a variance exists or other discrepancies are noted between prices on this Cost Proposal Form and prices quoted elsewhere in Contractor's proposal, the prices quoted on this Cost Proposal Form shall prevail.

D. Cost Table for Repair Services Labor

The following labor rates shall apply to all on-site work requested to replace the batteries inclusive of all labor, travel, fuel, etc.

| HOURLY RATE TYPE | HOURLY RATE |
|---|-------------|
| Weekdays Regular Hours (8 am. to 5 pm.) | \$ |

E. Cost Table for Parts Mark-up

| ITEM | MARK-UP |
|-----------------------------|---------------------|
| Parts mark-up not to exceed | Cost + % |

F. Cost Certification

Bid is firm for 120 days.

| | |
|------------------------------|--|
| Vendor Name: | |
| Vendor Address: | |
| City, State, Zip: | |
| Representative Name (Print): | |
| Representative Signature: | |
| Representative Title: | |