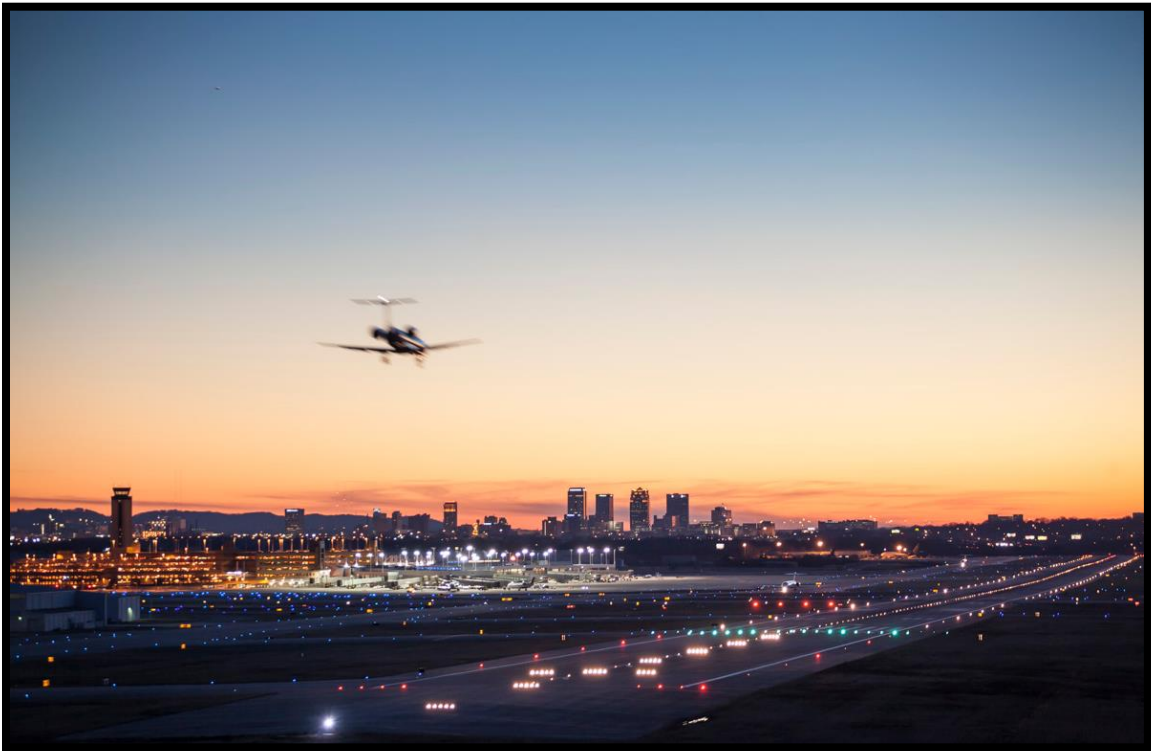


Request for Proposal (RFP)  
Professional Security Services  
Aviation Worker Screening



*July 2024*

## I. Introduction

### A. Service Description

The Birmingham Airport Authority (“BAA” or “Authority”) is soliciting Request for Proposal (RFP) from qualified contract security companies (company) to provide staffing to screen aviation workers that access Secured or Sterile areas within the airport terminal to detect unauthorized weapons, explosives, or incendiaries and other prohibited items, as appropriate, each workday to enhance insider threat deterrence and detection at the Birmingham-Shuttlesworth International Airport (BHM).

The company shall be obligated to perform the necessary work through completion of contract terms. The selected company will need to become familiar with airport security standards and procedures once selected. This includes, but is not limited to, the airport security program, national amendments, security directives, and standard operating procedures.

## II. Scope of Services

### A. Goals

#### I. Background:

A. The Transportation Security Administration (TSA) requires airports regulated under 49 CFR 1542 to screen aviation workers that access Secured or Sterile areas within airport terminals to detect unauthorized weapons, explosives, or incendiaries and other prohibited items, as appropriate, each workday to enhance insider threat deterrence and detection.

B. The Birmingham Airport Authority (The Authority) is seeking a qualified security screening contractor to act as an authorized representative of the Airport to carry out these requirements.

#### II. The Qualified Security Screening Contractor Must Meet The Following Requirements:

- A. Prior to engaging in screening aviation workers, each employee responsible for screening must be badged at the Airport in accordance with 49 CFR 1542.209 and must not have had a disqualifying criminal conviction for any of the disqualifying criminal offenses listed in that part for a period of 10 years prior to application.
  
- B. Prior to engaging in screening aviation workers, each employee must undergo training provided by The Authority to ensure they are familiar with the security procedures for which they will have responsibility while acting in this capacity. All training records must be retained by The Authority and the contractor for a period of at least 12 months following any screener's last assignment.
  
- C. During the initial contract period when explosives detection equipment is not required by the TSA, The Authority shall provide handheld magnetometers to detect metal on persons being screened. The contractor shall provide any and all other necessary hand screening technology items (rubber gloves, etc.) that will help detect other prohibited items on a person, as might be commercially available. Prior to April 27, 2026, The Authority will be responsible for providing the TSA-required explosives detection equipment (ETD) that is mandated to utilized at access points where screening takes place. The Authority will provide padded, swiveling, adjustable height stools for screeners to sit on when not conducting screening at each of the currently identified portals (and any portals identified in the future). The Contractor must provide all other equipment and resources that they deem necessary to conduct a manual physical screening and technology-based screening of each person (including outer garments and property) entering airport portals.
  
- D. Initial screening technologies and techniques must be capable of detecting unauthorized weapon, explosive, incendiary and other prohibited items as required by the TSA that may be possessed by aviation workers being screened, as well as in their property (including coats, jackets, bags, and other material being taken through an access point where screening is taking place). Most portals have limited space to conduct screening activity. The initial equipment provided should be portable so that it can be used in multiple locations on any given day. The contractor shall indicate, with their bid, what equipment they will be providing that meets the requirements of the TSA national amendment 23-02 for aviation worker screening.

- E. The Contractor must ensure each employee is properly trained on the equipment provided, the Airport's screening and procedural requirements, and the screening techniques used by the Contractor to ensure compliance with federal, state, and local laws. These records must be made available to the Authority and/or TSA, whenever requested. All training records must be retained by The Authority and the contractor for a period of at least 12 months following any screener's last assignment.
  
- F. The Contractor must be able to provide screening for a minimum of 20 hours per week on a random basis using unarmed screening teams of at least 2 people per portal. Aviation worker screening shall take place within access portals at intervals not to exceed two hours. There may be times where two screening teams are required within the same scheduled time. Screening teams must be capable of performing physical hand screening of all aviation workers accessing selected access points. Screening shall be accomplished at randomly selected qualifying access points (as determined by The Authority) at randomly selected times. The Contractor and The Authority will develop a randomized schedule to meet TSA requirements. The Authority will have the final approval of the screening schedule, subject to TSA FSD concurrence. The Contractor shall provide all required staff. The Authority reserves the right to approve or remove a contract staff member from airport service. The Contractor staff activity is subject to be monitored via CCTV cameras, routine inspections, and/or random/covert observation. Contractor staff shall be expected to be professional and courteous. The Authority reserves the right to force the Contractor to terminate any Contractor staff member who cannot pass the Airport's training requirements or who do not treat other airport/aviation workers with due respect and courtesy (at The Authority's discretion).
  
- G. The contractor shall provide on-site management staff to ensure quality of service as well as to handle any and all issues that may arise concerning its staff or the aviation worker screening process. This Contractor's management staff may be working/screening staff but must be able to speak-for and represent the contractor in any and all matters related to the resultant contract for the

aviation worker screening services. Due to the financial penalties subject to The Authority by TSA, a penalty of \$250 shall apply at any time and on any day when inadequate staffing is not present at the airport during aviation worker screening activities. Such a penalty shall be deducted from the following month's payment to the contractor. In addition, all civil penalties accrued by the authority shall be passed along to the contractor in full.

- H. If an operational need requires deviating from the established random schedule, the Contractor must notify The Authority in writing 7-days prior and be able to still meet the minimum number of screening hours.
  
- I. The Contractor's screeners will be required to notify the Airport Operations Center immediately in the event a worker refuses screening and/or if an unauthorized weapon, explosive, or incendiary is discovered. This notification shall generally be accomplished via 2-way radio (provided by The Authority).

III. Data Collection Requirements.

Each day, the Contractor shall collect and log the following minimum data concerning the aviation worker screening conducted:

- A. The total number of aviation workers screened; and
  
- B. The total number of unauthorized weapons, explosives, and incendiaries discovered; and
  
- C. The names and badge numbers of the Contractor's staff conducting the screening; and
  
- D. The portals where the screening was conducted and at what times.

- E. All data must be transmitted in writing to the Airport on a weekly basis in a report format.

IV. Other Requirements.

- A. The Contractor shall provide distinctive and professional uniforms for its staff, as approved by The Authority. Such uniforms (including shirts, pants, belts, and medium-weight jackets) shall be comfortable, of the highest quality, and shall include appropriate company insignia and staff first name. The intent is to provide a highly professional appearance.
- B. The Contractor shall provide all office materials needed to accomplish the screening, data logging, management, and administration of the services required. The Contractor may have access to the public Wi-Fi network. If additional internet access is required, the Contractor shall provide such access at their own expense.

V. Airport Provided Items.

The Authority will provide the following during the term of the contract:

- A. All necessary training to meet the TSA regulatory requirements and carry out the technical security screening procedures required (except proper use of the Contractor provided equipment).

- B. All necessary access to the Airport to conduct the required security screening functions (upon completion of the badging process).
- C. A hand-held radio to facilitate communications with the Airport Operations Center to resolve and report issues.
- D. Contact information for Airport personnel overseeing the Aviation Worker Screening program.
- E. Law Enforcement support to resolve issues related to the Aviation Worker Screening program.
- F. A list of access points at which screening must be conducted.
- G. Storage where Contractor staff can store materials. A break room will not be provided.

VI. Miscellaneous

- A. The Authority reserves the right to amend the resulting contract as necessary to meet any new or modified TSA requirements for aviation worker screening if the requirements change the scope of services needed.
- B. The aviation worker screening services shall begin on September 16, 2024, and continue through the end of the contract period.

- C. The contract period shall be September 16, 2024, through September 15, 2025. Two (2) separate and distinct, one-year extension periods are anticipated if The Authority and the Contractor mutually agree to each individual extension.
- D. The contractor must meet The Authority's insurance requirements during the contract period. Any additional insurance required to protect the company, or the screeners involved in the screening, shall be the responsibility of the contractor.
- E. The contractor's on-site employees must meet all the applicable security requirements of the Airport's security program and pass a criminal history records check.
- F. The contractor shall assess at any time during the contract as necessary, the need to protect its employees from COVID-19 or any other diseases by the use of masks, gloves, and other protection methods and shall provide any and all materials required for protection at its own cost and without any liability on the part of The Authority or the Birmingham-Shuttlesworth International Airport.
- G. The contractor may be responsible for the proper disposal of any prohibited items found during the screening process. Details of this disposal will be coordinated with The Authority.
- H. Contractor employees may be subject to random/routine drug/alcohol screening requirements and "for-cause" screening at the discretion of The Authority. Costs associated with this screening, whether random/routine or "for-cause" shall be borne by the contractor. The contractor shall provide a drug/alcohol testing program for its staff that is agreeable to The Authority.
- I. The contractor's operation at the Birmingham-Shuttleworth International Airport shall be, at all times, subject to all applicable rules and regulations of the airport (as amended from time-to-time) as well as applicable rules and regulations of the Transportation Security Administration (TSA) and Federal



Aviation Administration (as may be applicable and as amended from time-to-time). At any time, if the TSA determines that aviation worker screening is no longer required, the contractor shall cease all operations at the Airport without penalty to The Authority or further compensation from The Authority.

- J. The contractor must have conducted security screening services for at least 3 other locations, either currently or within the last 12 months.
- K. The contractor shall provide an invoice to The Authority monthly as services are rendered.

### III. General Conditions

#### A. Provisions

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

wherever Vendor has made an error and has corrected, all such corrections should be initialed by the person signing this RFP. If errors occur in the extension of prices in the RFP, the unit prices shall govern. Failure to comply with this provision may result in rejection of Vendor's submittal. All documents submitted must be legible.

- v. **Changes/Modifications:** No changes or modifications shall be made to any BAA forms without the approval of the BAA. If changes or modifications are made without the approval of BAA, the proposal submitted by Vendor may be rejected.
- vi. **Compliance with Laws:** The Vendor shall obtain and maintain all licenses, permits, liability insurance, and workman's compensation insurance, and maintain compliance with any other federal, state, or local requirements during the term of the contract with BAA and in submitting a proposal.
- vii. **Specifications:** Whenever mention is made of any article, material, or workmanship to be in accordance with any laws, ordinances, codes, regulations, etc., these requirements shall be construed to be the minimum requirements of these specifications.
- viii. **Quality:** All materials used for the manufacture or construction of any supplies, materials, equipment, or service shall be new unless otherwise specified. All materials shall be of the best quality, and to the highest grade of workmanship that meet the specifications in this document. Materials or service must comply with all applicable Federal, State, or OSHA requirements.
- ix. **Acceptance of Material:** The materials delivered shall remain the property of the Vendor pending physical inspection and acceptance to the satisfaction of the BAA. In the event the material supplied to BAA is found to be defective or does not conform to specifications, the BAA reserves the right to cancel the order upon written notice to the Vendor and return the product(s) to the Vendor at the Vendor's expense, and to invoke the provisions of the section titled "Default".
- x. **Default:** Any contract made between BAA and the Vendor can be cancelled by the BAA in whole or in part via written notice, upon the Vendor's non-performance or violation of contract terms. An award may be made to the lowest quoting vendor for material or services specified, and purchases may be made on the open market. The defaulting Vendor shall be liable for costs to the BAA in excess of the defaulted contract prices. The Vendor shall continue the performance of the contract to the extent any part is not terminated under the provisions of this clause.
- xi. **Guarantee:** The Vendor shall unconditionally guarantee the materials and workmanship on all materials and/or services for the Vendor's specified guaranteed period, unless otherwise stated. Within the guarantee period, if

any defects occur which are due to faulty material and/or services, Vendor shall repair, replace, and/or adjust such faulty material and/or services to the complete satisfaction of the BAA. These repairs, replacements, or adjustments shall be made only at a time least detrimental to the operation of the BAA.

- xii. **Add/Delete Items:** During the term of the contract, items and/or services may be added and/or deleted to the contract upon agreement between the successful Vendor and BAA.
- xiii. **Reimbursement:** The BAA will not reimburse the Vendor for any costs associated with the preparation and submittal of any RFP response, or for any travel and/or per diem costs that are incurred.
- xiv. **Submitted Material:** All requests, responses, inquiries, or correspondence relating to, or in- reference to this document submitted by Vendors shall become the property of the BAA when received. Once an award is made, all excess copies at the Vendor's request may be destroyed.
- xv. **Outside Estimates:** The BAA reserves the right to obtain an outside estimate, or to have the product or service provided outside of this contract when it is in the best interest of the BAA.
- xvi. **Disclaimer:** This is a Request for Quotations. This is not an offer or contract. The submission of a proposal in response to this process does not impose any legal obligations upon BAA, nor does it create any contractual or quasi-contractual relationship between BAA and any Vendor. BAA reserves the right to reject or disregard any or all quotations, to negotiate with any or all Vendors, and/or to enter a contract or contracts with any Vendor or Vendors for any or all of the services described herein. BAA is not obligated to respond to any statement or proposal. This RFP is subject to errors, omissions, modifications, withdrawal, or cancellation without notice.

## IV. Special Conditions

### A. Provisions

- i. **Minority Business:** The BAA encourages all Minority Business Enterprises (DBE) and Woman Business Enterprises (WBE) to participate. BAA has a MBE/WBE participation goal for the scope of work associated with this RFP of eight percent (8%) (the MBE/WBE Participation Goal”).
- ii. **Indemnification:** Vendor undertakes and agrees to indemnify and hold harmless BAA, and any and all its Board Members, officers and employees, from and against all suits and causes of action, claims, losses, demands and reasonable expenses, including by not limited to, reasonable attorney's fees and reasonable costs of litigation, damage(s) or liability, including but not limited to

death or injury, or for damage to, or destruction of, any property, arising by reasons of the performance of the contract to the extent caused by the negligent performance of the professional services under the contract on the part of the Vendor, or any of the Vendor's subcontractors, employees, or anyone for whom the Vendor has obligated itself under the contract. THERE IS NO EXPECTATION OF ANY INDEMNIFICATION BEING PROVIDED TO COMPANY BY THE BAA.

- iii. **Changes and Alterations:** The BAA reserves the right to make any alterations in the RFP and/or contract as may be necessary due to changing conditions found during the Project and or Service. 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.
- iv. **Cure and Cover Clause:** If a successful Vendor fails, or BAA concludes that there is a reasonable likelihood that the Vendor will not be able to timely perform its obligations under this RFP and/or contract, BAA may (in addition to any other contractual, legal, or equitable remedies) proceed to take any of the following actions after five (5) days' written notice to the Vendor: (A) Withhold any monies then or next due to the Vendor; or (B) Terminate the contract and obtain the deliverables (or equivalent) or portion thereof (or equivalent) from a third party, pay the third party for the same, and withhold the amount so paid from any money then or thereafter due to Vendor and hold Vendor liable for any amounts paid to the third party (or parties) to the extent that withholding payments to the Vendor does not cover BAA's cost of cover.
- v. **The BAA Reserves the Right:** (a) to award quotations received on individual items, or on the entire list of items; and (b) to reject any or all quotations or any part thereof; and (c) to waive any irregularities and/or technicalities on the proposals; and (d) to accept the quotation that is in the best interest of BAA; and (e) to obtain clarification or additional information for any quotation; and (f) to purchase either selected items, or to not select any Vendor or purchase any goods and/or services resulting from this request; and (g) to reject any Vendor who has previously failed to perform properly or complete on time projects/services of a similar nature, and (h) to reject any Vendor whom investigation shows Vendor is not in a position to perform the Project and/or service as specified in this RFP.

- vi. **Basis of Award:** The basis of evaluation will be lowest proposed cost considering price and Vendor availability to seek or exceed BAA's specifications and requirements. The proposal is subject to be awarded to the most responsive and responsible Vendor whose quotation is evaluated to be the most advantageous to the BAA considering price and other factors. The award can be made to one or multiple Vendors, whichever is in the best interest of the BAA. Other suppliers and tertiary suppliers may be selected to fill orders or provide contracted services if the primary supplier cannot make provision to the BAA when time is of the essence.
- vii. **Insurance:** The selected Vendor shall procure, at its expense, and keep in full force and effect at all times during the term of the contract, the types and amounts of insurance specified herein and in Appendix A attached hereto and made a part hereof.

## V. Submittal Requirements

### B. Selection Process

This is a best value procurement process. This method is defined as "a procurement process where price and other key factors can be considered in the evaluation and selection process to minimize impacts and enhance the long-term performance and value of construction."

A project proposal will be solicited from all interested Vendors. The project proposal will allow the opportunity to provide data relating to the experience and qualifications of the interested Vendor. A cost proposal must also be included.

BAA's selection committee will review all responsive proposals based on the criteria listed in this RFP and create a ranking of Vendors.

Short-listed Vendors may be interviewed (as detailed in Section IV.D. below). However, BAA reserves the right to select the highest ranked Vendor based solely upon submittals if sufficient information is included in the project proposal. In such case and as described in Section IV.D. below, BAA will create a final ranking based on the criteria listed in this RFP to determine the highest ranked consultant and engage in negotiations for each project.

### C. Service Proposal

Please submit three (3) hard copies and one (1) electronic copy (via USB flash drive) of your proposal plan to the address below:

**Contact:** Ed Seoane, Vice President of Purchasing

**E-mail:** [eseoane@flybhm.com](mailto:eseoane@flybhm.com)

**Address:** Birmingham Airport Authority

5900 Messer Airport Highway  
Birmingham, AL 35212

Deliveries can also be made in-person to the BAA Office located on the ground level of the Terminal Building (located at the above address). Adherence to face mask protocols in the Terminal Building is required.

All questions associated with this RFP must be submitted in writing via e-mail to Ed Seoane, Vice President of Purchasing at [eseoane@flybhm.com](mailto:eseoane@flybhm.com) by the deadline identified for questions/clarifications (see timeline).

Project proposals shall remain valid for one hundred eighty (180) days from the submission deadline. By submission of a bid/quote, Vendor agrees that its bid/quote is valid for one hundred eighty (180) days from the submission deadline.

D. **Project Proposal Format**

Vendors' Project Proposals shall be no longer than twenty (20) pages (not including back / front cover, tabs / dividers, cover letter, or table of contents), each page must not be larger than 8.5" x 11", and must include the following sections:

- i. **Vendor Overview and Capability to Perform All Aspects of the Scope of Work:** Detail the overall structure of the Vendor and any unique operating characteristics that may enhance the scope's overall success. This should include but is not limited to: relevant services provided by the Vendor, office locations, and total number of employees providing relevant services.
- ii. **Recent Vendor Experience in Performing Similar Services:** Discuss relevant services completed at other comparable facilities within the past five (5) years. This should include, but is not limited to: location, start and completion date, description of services provided, outcome of services provided, quality of services provided, and applicability to BAA's proposed scope of work. Identify the Vendor's role as either a prime or subcontractor and specific contribution to the task. A point of contact for the project's owner must also be included. BAA may contact such references, as necessary.
- iii. **Proposed Scope of Work and Approach to Performing the Services:** Discuss the scope of work and how the Vendor will provide the desired services. This includes recommendations on how to achieve the scope of work including a proposed work plan. Identify the operational safety procedures to be employed while performing the desired services. Detail how the Vendor will perform quality control throughout the contract term. Identify the Vendor's plan for communication with BAA throughout the contract term.
- iv. **MBE/WBE Participation:** Provide a detailed breakdown of any DBE firms that will be utilized throughout the scope of work.
- v. **Cost Proposal:** Provide the proposed cost to complete the scope of work on an annual basis in a lump sum format.

E. **Project Proposal Selection Criteria**

Proposals will be evaluated and scored on a scale of 0 (lowest) to 100 (highest). In the event proposals are not considered sufficient to determine the highest ranked Vendor, interviews will be conducted with up to the three (3) highest ranked Vendors. Additional interview scoring criteria will be provided in advance of the interview date, if necessary. Each criterion and its portion of the maximum scoring value is listed below:

- I. Vendor’s capability to perform all aspects of the scope of work
- II. Vendor’s proposed approach to the services at BHM
- III. Vendor’s recent experience in performing similar services
- IV. Vendor’s commitment to the DBE Participation Goal
- V. Vendor’s proposed cost

F. **Tentative RFP Timeline**

A non-**mandatory** pre-submittal meeting is scheduled for **Tuesday, July 23 at 10:00 AM**(local time) in the airport terminal Meeting Room A, located on the lower level of the terminal building by doors 4L. This meeting is non- mandatory. All attendees who plan to attend the meeting must RSVP with Ed Seoane, Vice President of Purchasing at [eseoane@flybhm.com](mailto:eseoane@flybhm.com) by **2:00pm (local time) on Monday, July 22, 2024.**

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

RFP Posted	July 16, 2024
Pre-Submittal Meeting	July 23, 2024
Site Visit	July 23, 2024
Deadline for Questions/Clarifications	July 26, 2024
Proposal Deadline	August 1,2024, 2:00 p.m. local time
Recommendation to Award /Master Service Agreement Date	August 2024

IV. **Civil Rights Assurances**

During the performance of this Agreement, the Respondent/Contractor, for itself, its assignees, and successors in interest (for this section only referred to as the Contractor) agrees as follows:

A. **Compliance with Regulations**

The Contractor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

B. **Nondiscrimination**

The Contractor, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color or national origin, in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including practices when the Agreement covers a program set forth in Appendix B of the Regulations.

C. **Solicitations for Subcontractors**

Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, either potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. **Information and Reports**

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Owner or the FAA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to Owner or the FAA as appropriate and shall set forth what efforts it has made to obtain the information.



#### E. Sanctions for Noncompliance

The Contractor will be required to have an airport security badge due to facility use. Contractors will undergo criminal history records check and security threat assessment to attain an airport security badge. At the time the security badge application is made, Contractors shall be responsible for payment of the then current fee for fingerprinting and the fee for issuance of a security badge. All Contractors must abide by all applicable security regulations of the FAA and the TSA and all Rules and Regulations of the Authority. Any regulatory fines or violations accrued by the Birmingham Airport Authority on behalf of the Contractor's actions shall be administered to the Contractor for payment, accompanied by potential fines by the Birmingham Airport Authority. Contractors agrees to indemnify the Authority and the Indemnified Parties from and against all claims, damages, suits, actions, or losses of said Indemnified Parties, to the extent that such claims, damages, suits, actions or losses arise or result from a security violation resulting from the acts or omissions of the Contractor. In the event of the Contractor's noncompliance with noncompliance provisions of this Agreement, Owner shall impose such contract sanctions, as TSA and FAA may determine to be appropriate, including, but not limited to:

- i. Withholding of payments under the Agreement until the Contractor complies, and/or
- ii. Cancellation, termination, or suspension of the Agreement, in whole or in part.

#### F. Incorporation of Provisions

The Contractor shall include the provisions of paragraphs A through E in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as Owner or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request Owner to enter into such litigation to protect the interests of Owner and, in addition, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

### V. Additional Information

The Birmingham Airport Authority reserves the right to accept or reject any or all proposals; or re-advertise for proposals for the benefit of the BAA. Any proposal that is submitted incomplete, obscure, or contains errors or discrepancies may be cause for rejection.

Additionally, the BAA reserves the right to pursue or not pursue the service described in this RFP at the discretion of the BAA. The service is subject to funding being available.

## **Appendix A**

### **Insurance Requirements**

The Selected 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: "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 Contractor 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 C: "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 B: BAA Contractor's Insurance Requirements.

Contractor is also advised of the statutory immunity of negligence applicable to the owner and its directors, which is contained in Article 2, Chapter 3 of Title 4 Section 4-30-50 of the Code of Alabama, 1975.

### **BAA CONTRACTOR INSURANCE REQUIREMENTS**

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

All such insurance policies shall provide that coverage is primary and non-contributory, includes waiver of subrogation and provides the Owner 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 RFQ requires work be performed "Airside" vs "Non-Airside".

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 AIR-SIDE PROJECT  
COVERAGE**

<b><u>Type of Coverage</u></b>	<b><u>Minimum Limits</u></b>
<b>Worker's Compensation</b>	Statutory for Coverage A
<b>Employee's Liability</b>	\$1,000,000 each Accident \$1,000,000 Disease – Policy Limit \$1,000,000 per Employee
<b>Requirements:</b>	<ol style="list-style-type: none"><li>1. Voluntary Compensation Endorsement</li><li>2. Waiver of Subrogation</li></ol>
<b>General Liability:</b>	\$1,000,000 each occurrence \$10,000,000 General Aggregate \$10,000,000 Completed Operations/Products Aggregate \$1,000,000 Personal Injury \$5,000 Medical Payments
<b>Requirements:</b>	<ol style="list-style-type: none"><li>1. XCU Perils Coverage</li><li>2. Completed Operations Extended 3 Years</li><li>3. Broad Form Property Damage</li><li>4. Fellow Employee Coverage</li><li>5. Primary &amp; Non-Contributory</li><li>6. Waiver of Subrogation</li><li>7. 30 Days Notice of Cancellation to Certificate Holder</li><li>8. CG2010 and CG2037 Endorsements</li><li>9. Contractual Liability applicable to Contractor's indemnification obligations</li></ol>
<b>Business Automobile:</b>	\$2,000,000 per occurrence combined limit for bodily injury liability and property damage
<b>Requirements:</b>	<ol style="list-style-type: none"><li>1. Covers owned, non-owned and hired autos</li><li>2. Primary &amp; Non-Contributory</li><li>3. Waiver of Subrogation</li><li>4. 30 Days Notice of Cancellation to Certificate Holder</li></ol>
<b>Umbrella</b>	\$10,000,000
<b>Builder's Risk Policy Requirement:</b>	Amount of Project

1. 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**                      \$5,000,000

**Professional Liability**                \$1,000,000

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

<u>Type of Coverage</u>	<u>Minimum Limits</u>
<b>Worker's Compensation Employee's Liability</b>	Statutory \$1,000,000 Each Accident \$1,000,000 Disease – Policy Limit \$1,000,000 per Employee
<b>Requirements:</b>	1. Voluntary Compensation Endorsement 2. Waiver of Subrogation
<b>General Liability</b>	\$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
<b>Requirements:</b>	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) day notice of Cancellation to Certificate Holder 8. CG2010 and CG2037 Endorsements 9. Contractual Liability applicable to Contractor's indemnification obligations
<b>Business Automobile</b>	\$2,000,000 per occurrence combined limit for bodily injury liability and property damage
<b>Requirements:</b>	1. Covers owned, non-owned and hired autos 2. Primary & Non-Contributory 3. Waiver of Subrogation 4. (30) day Notice of Cancellation to Certificate Holder
<b>Umbrella</b>	\$5,000,000
<b>Builder's Risk Policy</b>	Amount of Project
<b>Requirements:</b>	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.  1. Coverage shall insure interest of Owner and Contractor 2. Provide Replacement Cost 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 4. Coverage includes flood and earth movement



5. Per Project Aggregate

**Pollution Policy**  
**Professional Liability**

\$1,000,000 *(Depending on project)*  
\$1,000,000 *(Depending on project)*