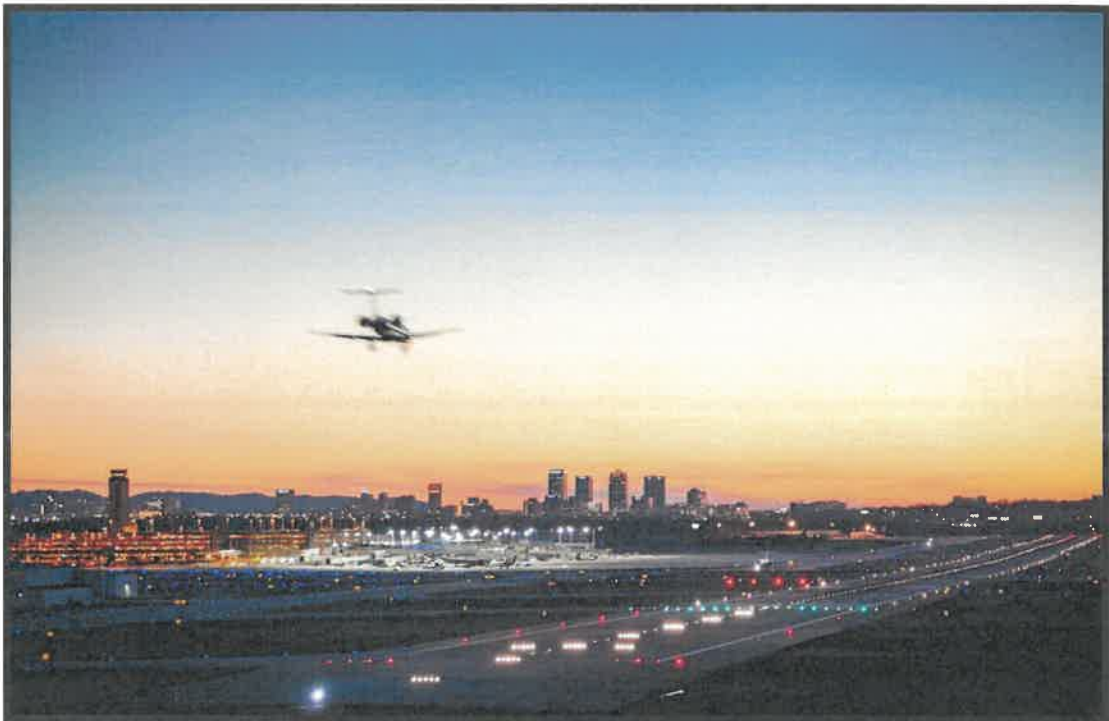


Request for Proposal (RFP)
Operation and Maintenance Service Agreement of the
Baggage Handling System & Passenger Boarding Bridges



Birmingham Airport Authority

July 29, 2023

I. Introduction

A. Project Description

The Birmingham Airport Authority (“BAA” or “Authority”) is requesting proposals (RFP) for the Operation and Maintenance Service Agreement of the Baggage Handling System (BHS) and Passenger Boarding Bridges (PBB) at the Birmingham Shuttleworth International Airport.

The goal of this procurement effort is to enter into a contract with the best-valued Contractor to perform Operation and Maintenance of the BHS and PBBs.

B. Proposed Scope of Work

Provide maintenance of the BHS and PBBs to provide proper functioning daily. Provide ongoing preventative maintenance which shall include routine and recommended best practices necessary in order to maintain BHS and the PBBs in good and operable condition. On call response, which shall include emergency, and on call service repair work as needed to restore the BHS to a good and operable condition, to clear bag jams, and to minimize disruption in use. Maintain equipment and BAA provided parts inventories and providing certain parts in connection with the Contractor’s work. See Appendix A for further detail of the Scope of Work.

C. Term of Agreement

The initial term of the agreement resulting from this solicitation will be three (3) year with option to extend for an additional year two (2) years for a total of five (5) years.

II. General Conditions

- i. **Terms and Conditions:** Contractor agrees to abide by all the terms and conditions contained in this RFP. Any exceptions to the requirements of this RFP, or the BAA’s terms and conditions of this RFP, shall be noted in writing, with detailed explanation, and included with the RFP submittal. The Contractor acknowledges that taking exceptions to this RFP may subject the response submittal to be rejected.
- ii. **Discussions and Questions:** All questions must be submitted in writing and directed to the Birmingham Airport Authority (BAA) at eseoane@flybirmingham.com in order to be considered. Only questions via email will be answered. No phone calls will be accepted. The Contractor shall not attempt to discuss any aspects of the request with any other party except for the email address described in this RFP. No verbal agreements will be considered during the proposal process. BAA reserves the right to reject the proposal of any Contractor violating this provision.
- iii. **Completeness:** All requested information and required forms must be completed, signed, and submitted with this document to constitute a proper proposal. The entire package must be complete with all required forms, signature, and information. Failure to complete or comply with any part of the specifications or requirements in this RFP may constitute a basis of rejection. It is within the right of the BAA to reject any RFP submittal in this solicitation document.

- iv. **Errors:** Contractors or their authorized representative are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Contractors are cautioned not to obliterate, erase, or strike-over any printed material as set forth in this RFP. In quoting prices, wherever Contractor has made an error and has corrected, all such corrections should be initialed by the person signing this RFP. If errors occur in the extension of prices in the RFP, the unit prices shall govern. Failure to comply with this provision may result in rejection of Contractor's submittal. All documents submitted must be legible.
- v. **Changes/Modifications:** No changes or modifications shall be made to any BAA forms without the approval of the BAA. If changes or modifications are made without the approval of BAA, the proposal submitted by Contractor may be rejected.
- vi. **Compliance with Laws:** The Contractor shall obtain and maintain all licenses, permits, liability insurance, and workman's compensation insurance, and maintain compliance with any other federal, state, or local requirements during the term of the contract with BAA and in submitting a proposal.
- vii. **Specifications:** Whenever mention is made of any article, material, or workmanship to be in accordance with any laws, ordinances, codes, regulations, etc., these requirements shall be construed to be the minimum requirements of these specifications.
- viii. **Quality:** All materials used for the manufacture or construction of any supplies, materials, equipment, or service shall be new unless otherwise specified. All materials shall be of the best quality, and 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 Contractor pending physical inspection and acceptance to the satisfaction of the BAA. In the event the material supplied to BAA is found to be defective or does not conform to specifications, the BAA reserves the right to cancel the order upon written notice to the Contractor and return the product(s) to the Contractor at the Contractor's expense, and to invoke the provisions of the section titled "Default".
- x. **Default:** Any contract made between BAA and the Contractor can be cancelled by the BAA in whole or in part via written notice, upon the Contractor's non-performance or violation of contract terms. An award may be made to the lowest quoting Contractor for material or services specified, and purchases may be made on the open market. The defaulting Contractor shall be liable for costs to the BAA in excess of the defaulted contract prices. The Contractor shall continue the performance of the contract to the extent any part is not terminated under the provisions of this clause.
- xi. **Termination of Agreement:** In addition to any other rights and remedies allowed by law, BAA may terminate this Agreement at any time for any reason, or no reason, with or without cause, without penalty or expense to BAA of any kind whatsoever, by giving (15) days written notice to the Contractor of such termination and specifying the effective date of the termination. Termination of this agreement as provided in section xi shall release BAA from any further fees to be paid to Contractor after the date of termination, other than any unpaid fees earned for Services which were satisfactorily performed prior to the effective date of the termination.
- xii. **Guarantee:** The Contractor shall unconditionally guarantee the materials and workmanship on all materials and/or services for the Contractor's specified guaranteed period, unless otherwise stated. Within the guarantee period, if any

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

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

III. Special Conditions

- i. **Minority Business:** The BAA encourages all Minority Business Enterprises (MBE) and Woman Owned Business Enterprises (WBE) to participate.
- ii. **Indemnification:** Contractor undertakes and agrees to indemnify and hold harmless BAA, and any and all its Board Members, officers and employees, from and against all suits and causes of action, claims, losses, demands and reasonable expenses, including by not limited to, reasonable attorney's fees and reasonable costs of litigation, damage(s) or liability, including but not limited to death or injury, or for damage to, or destruction of, any property, arising by reasons of the performance of the contract to the extent caused by the negligent performance of the professional services under the contract on the part of the Contractor, or any of the Contractor's Subcontractors, employees, or anyone for whom the Contractor has obligated itself under the contract. THERE IS NO EXPECTATION OF ANY INDEMNIFICATION BEING PROVIDED TO CONTRACTOR BY THE BAA.
- iii. **Changes and Alterations:** The BAA reserves the right to make any alterations in the RFP and/or contract as may be necessary due to changing conditions found during the Project. The Contractor shall not claim forfeiture of contract by reasons of such changes by the BAA representative. If such changes increase or decrease the amount of the work or materials, the Contractor will be paid according to the quantity of product delivered at the prices established for such work under the contract. Any

alterations or changes that diminish the scope of work or materials shall not constitute a claim for damages or for the loss of anticipated profits. Any alterations from the original job estimate provided by Contractor must be submitted in writing and must be approved by the designated BAA Representative.

- iv. **Cure and Cover Clause:** If a successful Contractor fails, or BAA concludes that there is a reasonable likelihood that the Contractor will not be able to timely perform its obligations under this RFP and/or contract, BAA may (in addition to any other contractual, legal, or equitable remedies) proceed to take any of the following actions after five (5) days' written notice to the Contractor: (A) Withhold any monies then or next due to the Contractor; or (B) Terminate the contract and obtain the deliverables (or equivalent) or portion thereof (or equivalent) from a third party, pay the third party for the same, and withhold the amount so paid from any money then or thereafter due to Contractor and hold Contractor liable for any amounts paid to the third party (or parties) to the extent that withholding payments to the Contractor does not cover BAA's cost of cover.
- v. **The BAA Reserves the Right:** (a) to award proposals received on individual items, or on the entire list of items; and (b) to reject any or all proposals or any part thereof; and (c) to waive any irregularities and/or technicalities on the proposals; and (d) to accept the proposal that is in the best interest of BAA; and (e) to obtain clarification or additional information for any proposal; and (f) to purchase either selected items, or to not select any Contractor or purchase any goods and/or services resulting from this request; and (g) to reject any Contractor who has previously failed to perform properly or complete on time projects of a similar nature, and (h) to reject any Contractor whom investigation shows Contractor is not in a position to perform the Project and/or service as specified in this RFP.
- vi. **Basis of Award:** The basis of evaluation will be Best Value considering price and Contractor availability to seek or exceed BAA's specifications and requirements. The proposal is subject to be awarded to the most responsive and responsible Contractor whose proposal is evaluated to be the most advantageous to the BAA considering price and other factors. The award can be made to one or multiple Contractors, whichever is in the best interest of the BAA. Other suppliers and tertiary suppliers may be selected to fill orders or provide contracted services if the primary supplier cannot make provision to the BAA when time is of the essence.
- vii. **Insurance:** The selected Contractor 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 B attached hereto and made a part hereof.

IV. Submittal Requirements

A. 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 Contractors. The project proposal will allow the opportunity to provide data relating to the experience and qualifications of the interested Contractor. 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 Contractors.

Short-listed Contractors may be interviewed (as detailed in Section IV.D. below). However, BAA reserves the right to select the highest ranked Contractor 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.

B. Project Proposal

Please submit three (3) hard copies and one (1) electronic copy (via USB flash drive) of your proposal plan to the address below. Please include the cost proposal in a separate hard copy and electronic copy in the proposal.

Contact: Ed A Seoane, Vice President of Purchasing

E-mail: 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 by the deadline identified for questions/clarifications (see timeline).

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

C. Project Proposal Format

Contractors' Project Proposals shall be no longer than thirty (30) 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. **Contractor Overview and Capability to Perform All Aspects of the Scope of Work:** Detail the overall structure of the Contractor and any unique operating characteristics that may enhance the scope's overall success. This should include but is not limited to: relevant services provided by the Contractor, office locations, and total number of employees providing relevant services.
- ii. **Recent Contractor Experience in Performing Similar Services:** Discuss relevant services completed at other comparable facilities within the past five (5) years. This should include, but is not limited to: location, start and completion date, description of services provided, outcome of services provided, quality of services provided, and applicability to BAA's proposed scope of work. Identify the Contractor's role as either a prime or Subcontractor and specific contribution to the task. A point of contact for

the project's owner must also be included. BAA may contact such references, as necessary.

- iii. **Proposed Scope of Work and Approach to Performing the Services:** Discuss the scope of work and how the Contractor will provide the desired services. This includes recommendations on how to achieve the scope of work including a proposed work plan. Identify the operational safety procedures to be employed while performing the desired services. Detail how the Contractor will perform quality control throughout the contract term. Identify the Contractor's plan for communication with BAA throughout the contract term.
- iv. **Acceptance of all the term and conditions of the attached Agreement under Appendix D**
- v. **Cost Proposal:** Provide the proposed cost to complete the scope of work on an annual basis in a lump sum format.

D. Project Proposal Selection Criteria

Proposals will be evaluated and scored on a scale of 0 (lowest) to 100 (highest). In the event proposals are not considered sufficient to determine the highest ranked Contractor, interviews will be conducted with up to the three (3) highest ranked Contractors. 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. Contractor's capability to perform all aspects of the scope of work 20/100
- ii. Contractor's proposed approach to the services at BHM 25/100
- iii. Contractor's recent experience in performing similar services 20/100
- iv. Contractor's acceptance of all term and conditions of agreement 10/100
- v. Contractor's proposed cost 25/100

E. Tentative RFP Timeline

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

RFP Posted	July 29, 2024
Mandatory Pre-Submittal Meeting	August 19, 2024
Non-Mandatory Site Visit	August 19, 2024
Deadline for Proposal Questions/Clarifications	September 6, 2024
Proposal Deadline	October 4, 2024
Interviews (if elected by BAA)	TBA
Contractor Recommendations / Master Service Agreement Date	November 2024

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

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

F. **Cone of Silence:**

For purposes of this solicitation, all communication must be directed to the Ed Seoane, VP of Procurement (eseoane@flybm.com). The BAA has imposed an absolute prohibition against any communication or contact with any other BAA personnel, Commission member, or Consultant regarding the solicitation, generally referred to as a "Cone of Silence." The prohibition begins with the publication of this solicitation document and remains in place through Commission selection. It ends only after successful negotiations with the selected Company has concluded in an executed agreement. The prohibition is suspended only during BAA sponsored publicly announced meetings conducted for the purpose of clarifying the solicitation. **A violation of this provision may result in a rejection of submission of the offending Company.**

G. **Mandatory Pre-Submittal Meeting and Site Visit**

A **mandatory** pre-submittal meeting is scheduled for **August 19, at 02:00 PM. (Central Time)** in Meeting Room A, lower Terminal Lobby (south end near Entry Door 4L) Note Single use Parking Deck validations will be provided to attendees at the meeting. A site visit to the project area will be available on **August 19, at 3:00 PM.** Immediately after the pre-submittal meeting. All attendees planning to attend the meeting must RSVP to Ed Seoane, VP Purchasing, at eseoane@flybhm.com by close of business day on **August 16, 2024.**

Appendix A

Baggage Handling System and Passenger Boarding Bridges Scope of Service and Requirements

Baggage Handling System:

The BHS is comprised of four (4) bag make-up units airside and four (4) landside bag claim units, approximately 3,600 feet of baggage handling conveyor, eleven (11) high capacity dicerters (HCD II), four (4) vertical sort units (VSU II), and a screening matrix consisting of three (3) Safran Morpho Detection CXT 9400 DSI Explosive Detection System machines. We also have one baggage handling conveyor located in our FIS/Customs area. Please note that the equipment is subject to change. The BHS is designed to process 1,800 bags per hour. The project also includes a remote monitoring CPU located in the BHS control room. Requirements of this RFP will be contained in the contract document itself. All bidders are required to submit any requests for information or clarification to the BAA and shall not depend on the design specifications for resolution.

It is anticipated that the overall (inbound and outbound) baggage handling system will be in operation approximately twenty-one (21) hours per day, beginning at approximately 4:00 am, with the daily arrival of the last inbound flight. However, delays and changes in flight schedules are unforeseen and these can vary daily. The operations and maintenance Contractor shall staff the facility up to twenty-four (24) hours per day (as needed) taking into account flight schedules and peak demand times, shall clear all fault conditions and shall perform all maintenance, both preventative and non-scheduled repair, required for the operation of the BHS.

On-site monitoring functions for the in-line screened BHS will take place from a centrally located office, BHS Control Room. Additionally, the Contractor will have the use of additional storage located in close proximity to the bag make-up units for the storage of spare parts, tools, and miscellaneous equipment.

Passenger Boarding Bridges:

There are a total of nineteen (19) PBBs, each equipped with 400 Hz Ground Power Units (GPU), Preconditioned Air Units (PCA) and Potable Water Cabinets.

General (BHS and PBBs):

Basic Service:

The BHS shall mean collectively all structures, improvements, facilities, equipment, inventories, conveyors, control components, control systems, computer hardware and software, network systems, systems, spare parts, and other components or equipment used for transporting normal and odd/oversized baggage located within the Airport Terminal Building and associated garage structure at the Airport, including, but not limited to the following:

- Ticketing, Lobby, and Curbside, Gateway, Conveyors, Lift devices, Powered and non-powered doors for security, fire protection, or other functions, Baggage Make-up and claim devices, IOP motor control panels, Power Distribution panels, Manual encoding

stations, control devices, Baggage tag scanners, Baggage camera systems, Baggage Dimensioning System (BDS), Baggage Measuring Array (BMA), High Capacity Diverters (HCD), Computers, Batter-back-ups, servers, workstations, and remote monitoring stations, Network, Ethernet TCP/IP, ControlNet, and HMI monitoring and fault annunciation.

The PBBs shall mean collectively all structures, improvements, facilities, equipment, inventories, control components, control systems, computer hardware and software, network systems, systems, spare parts, and other components or equipment used on Bridges for safely transporting passengers to and from the airplane.

The BHS and PBBs shall be maintained by the Contractor to the highest standard and shall be predictive and Preventive Maintenance basis such that the BHS and PBBs can provide Airlines/Carriers at the Airport with unimpeded and uninterrupted operations. The Contractor shall furnish all services impartially to all users of the Airport and shall not favor any Airline/Carrier or itinerant User.

The Contractor shall in good, safe, and efficient manner maintain all portions of the BHS from the point where baggage is loaded into the BHS by the Airline/Carrier or passenger to the final point where the baggage is unloaded by the Airline/Carrier or passenger. This shall include all BHS equipment in between load/unload areas, Make-up/Claim areas and TSA inspection areas. The BHS shall always be kept in a neat, clean and orderly condition.

The Contractor shall manage, supervise, and train all personnel required to perform the maintenance and repair at the minimum service standard defined in this RFP and the contract and shall meet the Key Performance Indicators (KPI). The Contractor shall schedule, maintain, and monitor the BHS and PBBs in accordance with the terms and provisions of this RFP and the contract and coordinate with the Operations Site Manager all maintenance activities to minimize equipment down-time or disruption of BHS and PBBs operations.

The Contractor shall ensure maintenance personnel are stationed in areas/zones within the BHS where personnel can adequately and timely respond to maintenance problems such that the defined KPI's are achieved.

The Contractor shall maintain the BHS and PBBs on a predictive and preventive maintenance basis in a safe and efficient manner to assure the equipment is inspected regularly and repaired prior to actual failures so that the equipment operates continuously without unexpected interruptions. The Contractor shall provide all labor and procure all spare parts and other materials or consumables to promptly repair, rebuild, and/or replace all damaged, worn, or defective parts and components or materials should the equipment fail despite preventive efforts. Spare parts are to be billed at Cost with no markup. Three quotes are recommended but at least two must be submitted prior to BAA approval to proceed with the purchase of the spare parts. Contractor is to use BAA tax exempt number to order spare parts if instructed by the BAA.

Contractor shall maintain appropriate inventory level to ensure the right number of spare parts are on hand at all time to avoid any delays or downtime to the BHS and PBB.

The Contractor shall provide monthly reports for the maintenance of the BHS and PBBs or as requested by the BAA. Contractor is responsible for keeping accurate inventory of spare parts and shall provide weekly inventory reports of spares parts on hand.

The Contractor shall ensure that all personel working on the BHS and PBBs comply with BAA and TSA security and safety requirements; additonally, the Contractor shall abide by all BAA rules and regulations.

Electronic pictures shall be taken to provide accurate record of maintenance events and damage, vandalise, or tampering, including but not limited to the following:

- Baggage Jams resulting in damage equipment/baggage or delay in delivery of baggage
- Damage to BHS and PBBs
- Failure of BHS and PBBs equipment and assosiated repairs

Staffing:

The BAA reserves the right to request increase or reduction to initial staffing levels based on changes to scope of work or efficiencies acquired through innovation and improvements in maintenace processes and procedures.

Appendix B

Insurance Requirements

The Selected Contractor shall procure, at its expense, and always keep in full force and effect during the term of this Agreement, the types and amounts of insurance specified in Exhibit B: "BAA Contractor Insurance Requirements" which is attached hereto and incorporated by reference herein.

The specified insurance shall include and insure Birmingham Airport Authority, City of Birmingham, Alabama and their respective directors, council members, agents and employees, including, with limits, the OAR and the Engineer and the other named consultants, their officers, agents and employees as additional insured's (with the exception of Worker's Compensation and Professional Liability), against the areas of risk associated with the Services as described in this RFP with respect to Contractor's operations, acts or omissions in the performance of this Agreement, its operations, use and occupancy of the Airport, and other related functions performed by or on behalf of Contractor in, on or about Airport, which the Contractor may be legally liable, whether such operations be by the Contractor, or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose act any of them may be liable.

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

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

All such insurance shall be primary and non-contributing with any other insurance held by Authority where liability arises out of or results from the acts or omissions of Contractor, its agents, employees, officers, assigns or any person or entity acting for or on behalf of Contractor. Such policies shall also include a Waiver of Subrogation and provide the Owner 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 policies; 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 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 RFP requires work be performed "Airside" vs "non-Airside" as outlined on the attached Exhibit B.

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

BAA CONTRACTOR INSURANCE REQUIREMENTS

CONTRACTOR PROVIDED INSURANCE FOR AIR-SIDE PROJECT COVERAGE

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Worker's Compensation	Statutory for Coverage A
Employee's Liability	\$1,000,000 each Accident
	\$1,000,000 Disease – Policy Limit
	\$1,000,000 per Employee

Requirements:	
	<ol style="list-style-type: none"> 1. Voluntary Compensation Endorsement 2. Waiver of Subrogation
General Liability	\$1,000,000 each occurrence \$10,000,000 General Aggregate \$10,000,000 Completed Operations/Products Aggregate \$1,000,000 Personal Injury \$5,000 Medical Payments
Requirements:	
	<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	\$10,000,000
Builder's Risk Policy	Amount of Project
Requirement:	<ol style="list-style-type: none"> 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

NONDISCRIMINATION REQUIREMENTS

Federal Aviation Administration Required Provisions

- A. Civil Rights – General.** Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of

race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Contractor transfers its obligation to another, the transferee is obligated in the same manner as Contractor.

This provision obligates Contractor for the period during which the BAA remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

B. Civil Rights – Title VI Assurances – Compliance with Nondiscrimination Requirements.

1. **Compliance with Regulations:** Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of Contractor's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the BAA or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish the information, Contractor will so certify to the BAA or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of Contractor's noncompliance with the non-discrimination provisions of this contract, the BAA will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding payments to Contractor under the Agreement until Contractor complies; and/or

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

6. **Incorporation of Provisions:** Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Contractor will take action with respect to any subcontract or procurement as the BAA or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, BAA may request the Contractor to enter into any litigation to protect the interests of the BAA. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.
7. **Civil Rights – Title VI Clauses for Use/Access to Real Property.** Contractor for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Airport, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Contractor will use the premises in compliance with all other requirements imposed by or pursuant to the List of Pertinent Nondiscrimination Acts And Authorities in Paragraph C below.

In the event of breach of any of the above nondiscrimination covenants, the BAA will have the right to terminate the Agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Agreement had never been made or issued.

- C. **Title VI List of Pertinent Nondiscrimination Acts and Authorities.** During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
 1. **Title VI of the Civil Rights Act of 1964** (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
 2. **49 CFR part 21** (Non-discrimination in Federally-assisted programs of the Department of Transportation — Effectuation of Title VI of the Civil Rights Act of 1964);
 3. **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970** (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. **Section 504 of the Rehabilitation Act of 1973** (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 5. **The Age Discrimination Act of 1975**, as amended (42 USC § 6101 *et seq.*), (prohibits discrimination on the basis of age);
 6. **Airport and Airway Improvement Act of 1982** (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
 7. **The Civil Rights Restoration Act of 1987** (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 8. **Titles II and III of the Americans with Disabilities Act of 1990**, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
 9. **The Federal Aviation Administration’s Nondiscrimination statute** (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 10. **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations**, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 11. **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency**, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 12. **Title IX of the Education Amendments of 1972**, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).
- D. **DBE.** Contractor acknowledges that the provisions of 49 CFR, Part 23, Disadvantaged Business Enterprises ("DBE"), as such regulations may be amended, and such other similar regulations as may be enacted, may be applicable to the activities of Contractor at the Airport, unless exempted by said regulations, and by choosing to operate at the Airport,

Contractor shall be deemed to have agreed to comply with the regulatory agencies, in reference thereto. These requirements may include, but not be limited to, compliance with DBE participation goals, the keeping of certain records of good faith compliance efforts, which would be subject to review by the various agencies, the submission of various reports and, if so directed, the contracting of specified percentages of goods and services contracts to DBEs.

NONDISCRIMINATION REQUIREMENTS

Federal Aviation Administration Required Provisions

- A. **Civil Rights – General.** Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Contractor transfers its obligation to another, the transferee is obligated in the same manner as Contractor.

This provision obligates Contractor for the period during which the BAA remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

- B. **Civil Rights – Title VI Assurances – Compliance with Nondiscrimination Requirements.**

1. **Compliance with Regulations:** Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of Contractor's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the BAA or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish the information, Contractor will so certify to the BAA or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has

made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of Contractor's noncompliance with the non-discrimination provisions of this contract, the BAA will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding payments to Contractor under the Agreement until Contractor complies; and/or
 - (b) Cancelling, terminating or suspending the Agreement, in whole or in part.
6. **Incorporation of Provisions:** Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Contractor will take action with respect to any subcontract or procurement as the BAA or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, BAA may request the Contractor to enter into any litigation to protect the interests of the BAA. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.
7. **Civil Rights – Title VI Clauses for Use/Access to Real Property.** Contractor for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Airport, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Contractor will use the premises in compliance with all other requirements imposed by or pursuant to the List of Pertinent Nondiscrimination Acts And Authorities in Paragraph C below.

In the event of breach of any of the above nondiscrimination covenants, the BAA will have the right to terminate the Agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Agreement had never been made or issued.

- C. **Title VI List of Pertinent Nondiscrimination Acts and Authorities.** During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. **Title VI of the Civil Rights Act of 1964** (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. **49 CFR part 21** (Non-discrimination in Federally-assisted programs of the Department of Transportation — Effectuation of Title VI of the Civil Rights Act of 1964);
3. **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970** (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. **Section 504 of the Rehabilitation Act of 1973** (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. **The Age Discrimination Act of 1975**, as amended (42 USC § 6101 *et seq.*), (prohibits discrimination on the basis of age);
6. **Airport and Airway Improvement Act of 1982** (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. **The Civil Rights Restoration Act of 1987** (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. **Titles II and III of the Americans with Disabilities Act of 1990**, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
9. **The Federal Aviation Administration’s Nondiscrimination statute** (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations**, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
11. **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency**, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency

(LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

12. **Title IX of the Education Amendments of 1972**, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

- D. **DBE.** Contractor acknowledges that the provisions of 49 CFR, Part 23, Disadvantaged Business Enterprises ("DBE"), as such regulations may be amended, and such other similar regulations as may be enacted, may be applicable to the activities of Contractor at the Airport, unless exempted by said regulations, and by choosing to operate at the Airport, Contractor shall be deemed to have agreed to comply with the regulatory agencies, in reference thereto. These requirements may include, but not be limited to, compliance with DBE participation goals, the keeping of certain records of good faith compliance efforts, which would be subject to review by the various agencies, the submission of various reports and, if so directed, the contracting of specified percentages of goods and services contracts to DBEs.

MASTER SERVICES AGREEMENT

[NAME OF CONTRACTING ENTITY]

This Master Service Agreement ("Agreement") is made and entered into this ____ day of ____, 202__ (the "Effective Date") by and between the BIRMINGHAM AIRPORT AUTHORITY, a public corporation ("BAA" or the "Airport") and [NAME, JURISDICTION OF CONTRACTING ENTITY] (the "Company") to provide professional services for the Airport as set forth herein.

- 1. Authorization:** On November 18, 2019, the BAA Board of Directors (the "Board") approved that certain Resolution Delegating Specific BAA of the Birmingham Airport Authority Board of Directors (the "Purchasing Resolution"), whereby, among other provisions, the Executive Director, President & CEO of the BAA (the "CEO") is authorized to engage certain professional services on behalf of the BAA, as further described in the Purchasing Resolution.¹
- 2. Agreement Administrator:** Pursuant to the Purchasing Resolution, the Board has authorized the CEO to enter into this Agreement on behalf of the BAA.²
- 3. Scope of Services; Work Product:** BAA hires and retains Company to provide [GENERAL DESCRIPTION OF SERVICES] (hereinafter the "Services") as described and specifically set forth in the scope of work attached hereto as Exhibit A and made a part hereof (the "Scope of Work"). The Scope of Work shall contain (a) a detailed description and scope of the Services to be performed by Company, including the obligations required of Company in connection with the Services, (b) a description of any deliverables to be produced by Company related to such Services, (c) a schedule for completion of such Services, (d) any and all fees applicable to the Services and to be paid to Company for such Services and a payment schedule therefor, and (e) such additional information as BAA may require. The Services performed hereunder shall be subject to all of the terms and conditions of this Agreement.

Company shall perform the Services described in this Agreement and in Exhibit A in conformity with generally accepted industry standards and in compliance with all applicable federal, state and local laws, rules, and regulations. Company shall perform the Services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Services. To the extent that any reperformance or correction of Services is required as a result of the negligence, error, omission, inconsistency, or untimeliness of Company's performance (or any party for whom Company is responsible), Company shall re-perform or correct such Services and the cost of such Services shall be borne solely by Company or deducted from the payment subsequently due from BAA to Company.

Nothing in this Agreement shall be interpreted to mean that BAA is guaranteeing any amount, level or volume of work to Company. BAA may in its sole discretion employ other consultants who provide the same or similar services.

¹ NTD: BAA is authorized to enter into many third-party contracts pursuant to the Purchasing Resolution defined above (copy is saved as 6022538 should you need to consult).

² NTD: See note above.

For convenience purposes only, BAA shall furnish or make available to Company any and all of its documents or other data³ which are pertinent to the Services. Company shall be entitled to use said documents and all other data provided by the Airport or its employees, agents, officers, or consultants in conjunction with Company's performance of the Services; provided, however, such documents and other data shall be provided on an AS, WHERE IS basis without any representation or warranty whatsoever, including, without limitation, the accuracy, reliability or completeness of the same. The Airport shall authorize and assist Company in obtaining any such pertinent information from other public and private sources. When requested by Company, the Airport shall furnish all reasonable assistance necessary for Company to perform appropriate site investigations.

In addition, the Insurance Requirements (more particularly described in Exhibit B attached hereto), are incorporated by this reference and made part of this Agreement in accordance with Section 13 below.

Company acknowledges and agrees that, upon delivery to BAA, Company assigns to BAA, whereupon BAA shall own absolutely, all worldwide rights (including all intellectual property rights), title and interest in and to all products, reports, studies, drawings, tracings, schedules, photographs, slides, estimates, specifications, diagrams, generated models, calculations and other results of Company's services under this Agreement (the "Work Product"). Notwithstanding the foregoing, Work Product shall not include the analysis, know-how, methodology, software, hardware, formulas or other procedures or systems utilized or relied upon by Company in generating the Work Product (the "Proprietary Formulation Systems"), which Proprietary Formulation Systems shall remain the sole property of Company. BAA's ownership of the Work Product is conditioned upon BAA's payment of all sums then due and payable under this Agreement and is further subject to the terms and conditions of this Agreement. At the request of BAA, Company shall, without further consideration to Company (other than out-of-pocket expenses approved pursuant to Exhibit B), execute all papers and documents and perform all other acts necessary or appropriate to evidence or further document BAA's ownership of the Work Product at such times as BAA reasonably directs.⁴

4. **Term of Agreement:** This Agreement shall commence on the Effective Date. Subject to termination under the terms of Section 5 below, absent such termination, the Agreement will continue for an initial term of Thirty-Six (36) months (the "Initial Term"). [At the end of the Initial Term and each Renewal Term (as defined below), this Agreement will renew, at the discretion of BAA, for a one (1) year renewal term (each, a "Renewal Term", and together with the Initial Term, collectively, the "Term"), only with written notification from BAA to Company. While it is anticipated that no more than one (1) Renewal Term will be extended, should the parties mutually desire to continue the Agreement and such continuation is not contrary to applicable law, then additional Renewal Terms will be permitted subject to the same conditions applicable to the original Renewal Term.]⁵
5. **Termination of Agreement:** In addition to any other rights and remedies allowed by law, BAA may terminate this Agreement at any time for any reason, or no reason, with or without cause and without penalty or additional expense by BAA of any kind whatsoever, by giving fifteen (15) days' written notice to Company of such termination and specifying the effective date thereof. Upon expiration or termination of this Agreement for any reason, Company shall (i) promptly deliver to

³ NTD: Depending on the Services provided, this can be expanded to include reports, records, maps, etc.

⁴ NTD: This may be tailored or deleted if the Services don't include any Work Product (e.g., pavement re-striping).

⁵ NTD: Tailor as applicable.

BAA any Work Product (whether complete or incomplete) for which BAA has paid, any BAA property that Company utilized in the performance of the Services, and all BAA documents, data, know-how, methodologies, software, and other materials provided to Company by BAA, if any, including reports and specifications, as applicable; and (ii) promptly remove all Company property used directly or indirectly in the provision of the Services. Termination of this Agreement as provided in this Section 5 shall release the Airport from any further fees or commissions earned by Company, other than the fees or commissions earned for services which were performed prior to the delivery of the notice of termination, but not yet paid.

6. **Amendments:** Subject to the mutual agreement of the parties and any limitations imposed by applicable law, Company will perform additional services as assigned by the Airport and set forth in an amendment to this Agreement. Either party may propose an amendment. No amendment shall be valid unless set forth in writing and signed by the Airport and Company.
7. **Fees:** Invoices will be rendered monthly for Services performed and expenses incurred during the previous month in accordance with the fee schedule set forth in the Scope of Work. Payments are due at the address appearing on the invoice within 30 days following receipt of the invoice. In the event that the Airport disputes any portion of an invoice submitted by Company, the Airport shall notify Company on or before the date that payment is due on an invoice, identify the cause of the disagreement, and timely pay any amounts not in dispute.
8. **Funds Availability:** If insufficient funds are appropriated and budgeted or funds are otherwise unavailable by any means whatsoever in any fiscal period, as determined by the Airport, for the payments due under this Agreement, then the Airport will promptly notify Company of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Airport of any kind whatsoever, except as to the portions of the Agreement herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available.
9. **Auditing and Review:** If Company is requested to make documentation available to the Federal Aviation Administration; Department of Transportation; Transportation Security Administration; U.S. Government Accountability Office; or other similar governmental or regulatory authority, pursuant to authority given by law or regulation, Company will provide the Airport with prompt written notice of such request and will only provide access to such documentation under the supervision of the Airport, to the extent permitted by applicable law.
10. **Indemnification:** To the fullest extent permitted by law, Company shall indemnify and hold harmless the Airport and any and all of Airport's board members, officers, and employees, from and against any and all claims, damages, losses, expenses, fines and penalties (including but not limited to attorneys' fees), arising out of or resulting from the performance of the Services, in whole or in part including, but not limited to, such claims, damages, losses or expenses that are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Company, or any of Company's subcontractors, employees, consultants or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist under this Agreement. There is no expectation of any indemnification being provided to Company by the Airport. Company is advised of the statutory immunity from suits based on torts applicable to BAA and its directors, which is contained in Sections 4-3-50 and 4-3-47(2) of the Code of Alabama, 1975.

- 11. Waiver of Consequential Damages:** In no event shall Company be liable to the Airport or the Airport to Company for consequential or indirect damages, including but not limited to, loss of profits or revenue, loss of use of equipment, loss of production, additional expenses incurred in the use of the equipment and facilities arising out of the Services or this Agreement. This disclaimer shall apply to consequential damages based upon any cause of action whatsoever asserted including ones arising out of any breach of contract, warranty, guarantee, products liability, negligence, tort, strict liability, or any other cause pertaining to the performance or non-performance of this Agreement by Company/the Airport.
- 12. Limitation of Liability:** IN NO EVENT WILL BAA'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO COMPANY PURSUANT TO THIS AGREEMENT IN THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.
- 13. Insurance Requirements:** Insurance requirements outlined in Exhibit B of this document shall be maintained in full force by Company for the entirety of the Term. Proof of insurance shall be delivered to Airport at the commencement of this Agreement and as coverage is renewed annually.
- 14. Governing Law:** The laws of the State of Alabama govern all matters arising out of or relating to this Agreement, except to the extent that federal law applies, including, without limitation, its formation, validity, interpretation, construction, performance and enforcement and the venue for any legal proceeding arising out of this Agreement shall be in a federal or state court located in Jefferson County, Alabama.
- 15. Civil Penalties:** Without limiting Section 10 of this Agreement, Company shall be responsible for any and all penalties that may be levied against the Airport by any local, state, or federal agency arising as a result of any negligent act or omission of Company, its employees, agents, subcontractors, or other related persons or entities.
- 16. Relationship of the Parties:** Company shall perform or provide the services specified under this Agreement as an independent contractor and as such shall have and maintain exclusive control over all its own employees, agents, subcontractors, and operations. Neither party shall be, act as, or purport to act as, or be deemed to be the other's agent, representative, employee, or servant. Nothing in this Agreement shall be construed or interpreted as creating an agency, partnership, co-partnership, or joint venture relationship between the parties.
- 17. Construction:** This Agreement is deemed to have been drafted jointly by the parties and therefore any uncertainty or ambiguity in the terms hereof, if any, shall not be in favor of either party. Should any provision of this Agreement be deemed unenforceable, the validity of the remaining portions of this Agreement shall not be affected.
- 18. Precedence of Documents:** In the event of any conflict between the body of this Agreement and any other Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within such other Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the liability between the parties, provided for within the body of this Agreement, shall be null and void.
- 19. Confidential Information.**

- A. As used herein, “Confidential Information” means any information that is treated as confidential by a party, including, without limitation, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing. Confidential Information shall not include information that: (a) is already known to the Receiving Party without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party; (c) is developed by the Receiving Party independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Receiving Party from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information.
 - B. From time to time during the Term, either party (as the “Disclosing Party”) may disclose or make available to the other party (as the “Receiving Party”) Confidential Information. The Receiving Party shall not: (a) disclose, disseminate, or otherwise publish Confidential Information received hereunder to any person or entity without the Disclosing Party’s prior written consent, except to the Receiving Party’s employees and representatives who have a need to know or to view such Confidential Information to perform their duties hereunder (the “Authorized Agents”); (b) disclose that Confidential Information has been made available hereunder; or (c) use Confidential Information for any purpose other than performing its duties hereunder.
 - C. Upon the written demand of the Disclosing Party, the Receiving Party shall destroy any and all Confidential Information of the Disclosing Party in its possession; provided, however, that the Recipient may keep copies, subject to the restrictions on use and duty of confidentiality contained in this Agreement, of any summaries, notes, or other analyses and materials prepared by the Recipient which may contain such Confidential Information. If reasonably requested by the Disclosing Party, the Receiving Party shall obtain nondisclosure agreements (in form reasonably satisfactory to the Disclosing Party) from each Authorized Agent receiving Confidential Information by which each Authorized Agent agrees not to disclose the Confidential Information to third parties or use or appropriate the Confidential Information in any manner other than as set forth in this Agreement.
 - D. The Receiving Party shall be entitled to disclose Confidential Information in response to a court order (to the extent necessary or appropriate to comply with such order, in the Receiving Party’s reasonable determination), provided that the Receiving Party shall have notified the Disclosing Party promptly after receiving such order so as to enable the Disclosing Party to contest such order, obtain other protective relief, or consult with the Receiving Party concerning the language, form, and substance of any such disclosure.
- 20. Taxes.** Company shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by BAA hereunder; provided that, in no event shall Company pay or be responsible for any taxes imposed on, or with respect to, BAA's income, revenues, gross receipts, personnel, or real or personal property or other assets.⁶

⁶ NTD: This section may not be applicable, depending on the Services.

- 21. Personal Service Agreement; No Assignment.** This Agreement is a personal services contract between Company and BAA. Company acknowledges and agrees that BAA is relying on Company to perform the Services described herein. The rights and obligations of Company under this Agreement cannot be assigned to any other person or entity without BAA's prior written consent, which BAA may withhold or grant in its sole discretion. Any attempted assignment without BAA's prior written consent shall be null and void and of no effect.
- 22. Integration. Modification and Waiver:** This Agreement and the documents attached as Exhibits to this Agreement contain the entire agreement between the parties and supersedes all prior negotiations, discussion, obligations and rights of the parties with respect to each other regarding the subject matter of this Agreement. There is no other written or oral understanding between the parties. No modification, amendment or alteration of this Agreement shall be valid unless it is in writing and signed by the parties hereto. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver. Neither the failure nor any delay on the part of either party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence.
- 23. Dispute Resolution:** All disputes arising out of this Agreement shall be mediated by the parties within a reasonable time after the first request for mediation, prior to either party filing a suit in a court of law, provided, however, that neither party shall be obligated to mediate prior to requesting injunctive relief.
- 24. Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make undisputed payments due to the other party hereunder), when and to the extent such failure or delay is caused by or results from a Force Majeure Event. As used herein, "Force Majeure Event" means acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot, or other civil unrest; actions, embargoes, or blockades in effect on or after the date of this Agreement; national or regional emergency; strikes, labor stoppages, or slowdowns or other industrial disturbances; shortage of adequate power or telecommunications or transportation facilities if necessary for the Services; or any other event which is beyond the reasonable control of such party. A party whose performance is affected by a Force Majeure Event shall give written notice to the other party within five (5) days of the Force Majeure Event, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event. During the Force Majeure Event, the non-affected party may similarly suspend its performance obligations (except for any obligations to make payments to the other party hereunder) until such time as the affected party resumes performance. The non-affected party may terminate the Agreement if such failure or delay continues for a period of thirty (30) days or more and, if the non-affected party is BAA, receive, on a pro-rata basis, a refund of any fees and/or payments paid to Company in advance for the affected Services.
- 25. Immigration.** BAA is committed to complying with all applicable immigration laws of the United States, including the Immigration Reform and Control Act of 1986, as amended, which act requires that all employees hired since 1986 provide proof of identity and employment eligibility before working in the United States. It is the policy of BAA to comply fully with this requirement and to

require compliance by all third-party vendors, contractors, and service providers that perform work or services upon any premises owned or operated by BAA. Company shall not place any of its employees at a BAA worksite, nor shall Company permit any of its employees, nor any of its contractors or subcontractors, or their respective employees, to perform any work on behalf of or for the benefit of BAA without first verifying and ensuring their authorization to lawfully work in the United States. Company acknowledges, agrees, and warrants (a) that Company maintains and follows an established policy to verify the employment authorization of its employees and to ensure continued compliance for the duration of employment, (b) that Company has verified the identity and employment eligibility of all of its employees in compliance with applicable law, (c) that Company has established internal safeguards and reporting policies to encourage its employees to report any suspected violations of immigration policies or of immigration law promptly to Company's senior management, (d) that Company has implemented a policy to verify the validity of Social Security information provided by its employees at the time of hire by Company, (e) that Company is without knowledge of any fact that would render any of its employees or any of its contractors or subcontractors, or their respective employees, ineligible to legally work in the United States, and (f) that Company will promptly notify BAA in writing in the event that any of its employees or any of its contractors or subcontractors, or their respective employees, that are working on BAA premises should lose authorization to legally work in the United States.

- 26. Nondiscrimination:** Company shall not discriminate against any employee or applicant for employment because of race/color, sex, religion, age, marital status, national origin ancestry, or physical handicap and shall comply with the Federal Aviation Administration-required provisions found in Exhibit C attached hereto.
- 27. Cumulative.** Any specific right or remedy provided in this Agreement will be cumulative with all other rights and remedies set forth herein and allowed under applicable law.
- 28. Severability.** If any provision of this Agreement where the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to the other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- 29. Expenses.** Each of the parties hereto shall pay such party's own fees, costs, and expenses incurred in connection with this Agreement and the transactions contemplated hereby.⁷
- 30. Execution of Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Each party shall be authorized to rely upon the signatures of each hereto that are delivered by facsimile, PDF or any electronic signature complying with the U.S. federal E-SIGN Act of 2000 (e.g., www.docusign.com) as constituting a duly authorized, irrevocable, actual, current delivery of this Agreement with original ink signatures of each person and entity.
- 31. Notices:** Except as otherwise specifically provided herein, any notice, demand, or other correspondence given under this Agreement shall be in writing and transmitted by commercial courier, Express Mail, electronic mail or certified mail (return receipt requested) with postage prepaid.

⁷ NTD: May need to be tailored if certain items are to be expensed.

To BAA at:

Birmingham Airport Authority
5900 Messer-Airport Highway
Birmingham, AL 35212
[Attention: Properties & Business Development]⁸

To Company at:

Notice will be deemed given on the date of the delivery to the addresses above. Notice given in compliance with this Article is deemed received two days after it is delivered to a commercial air courier or express delivery service, or by registered or certified mail or one day if sent by electronic mail. Any time period stated in a Notice shall commence on the date the Notice is deemed received. If a party changes the person or address for Notice, then the party shall give Notice of the change to the other party in compliance with this Article.

IN WITNESS WHEREOF, the undersigned hereby execute this Agreement.

BIRMINGHAM AIRPORT AUTHORITY

By: _____
Ronald F. Mathieu, President & CEO

Attest: _____

Title: _____

[NAME OF CONTRACTING ENTITY]

By: _____

Title: _____

Attest: _____

Title: _____

⁸ NTD: Confirm with BAA as to appropriate contact/address.

Exhibits:

- A — Scope of Work
- B — Insurance Requirements
- C — Nondiscrimination Requirements

EXHIBIT A - SCOPE OF WORK

[INSERT]⁹

⁹ NTD: This is usually provided by BAA in its approved form, but please confirm with BAA prior to inserting.
06022490.3 **Master Agreement – [CONTRACTING ENTITY, YEAR]**

EXHIBIT B - INSURANCE REQUIREMENTS

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 Exhibit A: "BAA Company 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 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 Agreement 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 Company may be legally liable, whether such operations be by Company, 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 Company's current insurance certificate, verifying 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 Company, its agents, employees, or any subcontractor. Company shall furnish the insurance coverages outlined in Exhibit A: "BAA Company 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 BAA prior to commencement of the Work on a Certificate of Insurance form, or Certificates, policies, or endorsements acceptable to the BAA. 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 Company. Information concerning reduction or cancellation of coverage shall be immediately furnished by Company to the BAA.

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, its agents, 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 BAA 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 Company's coverage is written on a claims-made basis, 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 coverages 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 Company to BAA. BAA 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 a subcontractor performing any work, then such subcontractor is subject to the same insurance requirements outlined in this section and on Exhibit A: BAA Company's Insurance Requirements.

Company is also advised of the statutory immunity of negligence applicable to the BAA 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: Company hereby agrees to indemnify, defend and hold BAA, 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 Company of its duties and obligations under or pursuant to this Agreement and Amendments.

BAA COMPANY INSURANCE REQUIREMENTS

All such insurance policies shall provide that coverage is primary and non-contributory, includes waiver of subrogation and provides the BAA at least thirty (30) days prior written notice of any cancellations or modification thereof. The BAA 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 COMPANY INSURANCE REQUIREMENTS¹⁰

COMPANY PROVIDED INSURANCE FOR NON-AIRSIDE PROJECT COVERAGE

Required?	Type of Coverage	Minimum Limits
___	WORKER'S COMPENSATION	Statutory
___	EMPLOYER'S LIABILITY	\$1,000,000 Each Accident \$1,000,000 Disease — Policy Limit \$1,000,000 per Employee
	Requirements:	1. Voluntary Compensation Endorsement 2. Waiver of Subrogation
___	GENERAL LIABILITY	\$1,000,000 each occurrence \$2,000,000 General Aggregate \$2,000,000 Completed Operations/Products Aggregate \$2,000,000 Personal Injury \$5,000 Medical Payments
	Requirements:	1. XCU Perils Coverage 2. Completed Operations Extended 3 Years 3. Broad Form Property Damage 4. Fellow Employee Coverage 5. Primary & Non-Contributory 6. Waiver of Subrogation 7. 30 Days' Notice of Cancellation to Certificate Holder 8. CG2010 and CG2037 Endorsements 9. Contractual Liability applicable to Company's indemnification obligations
___	BUSINESS AUTOMOBILE	\$2,000,000 per occurrence combined limit for bodily injury liability and property damage
	Requirements:	1. Covers owned, non-owned and hired autos 2. Primary & Non-Contributory 3. Waiver of Subrogation 4. 30 Days Notice of Cancellation to Certificate Holder

¹⁰ NTD: BAA prefers to include all possible required policies and then select which are applicable to the given contract

_____	UMBRELLA	\$5,000,000
_____	BUILDER'S RISK POLICY	<p>Amount of Project</p> <ol style="list-style-type: none"> 1. Requirement: Company provide coverage for Company'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 Company 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 Company as their interest may appear 5. Coverage includes flood and earth movement 6. Per Project Aggregate
_____	POLLUTION	\$1,000,000
_____	PROFESSIONAL LIABILITY	\$1,000,000
_____	FIRE AND EXTENDED COVERAGE	Full replacement value on any equipment, fixtures or other personal property utilized as part of the Services
_____	CYBER COVERAGE	\$1,000,000
	Requirements	<p>Providing coverage for breach response costs including notification, credit monitoring, identification theft restoration, public relations, call center services, forensic investigation and other related expenses, as well for claims, damages, fines, penalties and other expenses for violations of privacy or network security, including the wrongful collection of, use, processing, storage or disposal of non-public information and associated regulatory investigations</p>
_____	CRIME COVERAGE	\$1,000,000 (including coverage for third party client property)

EXHIBIT C – NONDISCRIMINATION REQUIREMENTS

NONDISCRIMINATION AND DBE LANGUAGE FOR A CONCESSION AGREEMENT [WITH AN ACDBE GOAL]¹¹

SECTION 20. NONDISCRIMINATION

20.1 The Company for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Company will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

20.2 With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the Authority will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.

20.3. The Company for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Company shall use the Premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, the Authority will have the right to terminate the (license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc., as appropriate) had never been made or issued.

20.4 During the performance of this Agreement, Company, for itself, its assignees and successor interest, agrees as follows:

¹¹ If an agreement WITH an ACDBE goal, then include the bracketed language throughout. Otherwise, do not include the bracketed language.

- A. Compliance with Regulations. Company (hereinafter includes consultants) shall comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
- B. Nondiscrimination. Company, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Company shall not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.
- C. Solicitations for Subcontractors, including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding, or negotiation made by Company for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier shall be notified by Company of Company's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- D. Information and Reports. Company shall provide all information and reports required by the Acts, the Regulations, and 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 the Authority or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Company shall so certify to the Authority or the Federal Aviation Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of Company's noncompliance with the nondiscrimination provisions of this Agreement, the Authority shall impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
- (i) Withholding of payments to Company under the Agreement until Company complies, and /or
 - (ii) Cancellation, termination, or suspension of the Agreement, in whole or in part.
- F. Incorporation of Provisions. Company shall include the provisions of paragraphs A through F in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Company shall take action with respect to any subcontract or procurement as the Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Company becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Company may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, Company may request the United States to enter into the litigation to protect the interests of the United States.

20.5 General Civil Rights Provision. Company agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Company or its transferee from the bid solicitation period through the completion of the Agreement.

If the Company transfers its obligation to another, the transferee is obligated in the same manner as the Company.

The above provision obligates the Company for the period during which the property is owned, used or possessed by the Company and the airport remains obligated to the Federal Aviation Administration.

20.6 Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, Company, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor" in this Section) agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- B. 49 C.F.R. part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. § 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- G. The Civil Rights Restoration Act of 1987, (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- H. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 1201, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- I. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

SECTION 21. AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISES (ACDBE).

21.1 Compliance with Part 23. This Agreement is subject to the requirements of DOT's regulations, 49 CFR Part 23, Participation by Disadvantaged Business Enterprises in Airport Concessions ("Part 23"). Company agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by Part 23.

21.2 Incorporation of Provision. Company agrees to include the above statement in any subsequent concession agreement or contract covered by Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

[21.3 ACDBE Goal. The ACDBE goal for this Agreement is __%, as measured as a percentage of Company's total annual gross receipts. Company covenants that it shall make Good Faith Efforts (as defined in Part 23) to achieve this goal. ACDBE participation shall be counted toward this goal as provided in Part 23. Company agrees to submit information to the Authority as required concerning the participation of certified ACDBE firms. If Company cannot achieve the stated goal, it shall provide documentation to the Authority that it has made Good Faith Efforts in attempting to achieve the goal.

21.4 ACDBE Change.

- A. If Company proposes to terminate, substitute or modify the participation of an ACDBE joint venture, team member, subcontractor, or subCompany under this Agreement, prior to such change, Company shall submit for review and prior approval, to the Authority, reasonable documentation regarding the proposed change in ACDBE

participation. Company shall include the specific reasons for the change in ACDBE participation and must produce any and all documents and information regarding the proposed change.

B. Before transmitting to the Authority a request for a change, Company shall give at least five (5) days' notice in writing to the affected ACDBE, with a copy to the Authority, of its intent to request the change and the reason for the request. The ACDBE may respond to the notice with the reasons, if any, why it objects to the proposed change and why the Authority should not approve the proposed change.

C. When an ACDBE is terminated or otherwise fails to complete its work under this Agreement, the Company must make good faith efforts to find another ACDBE to substitute for the original ACDBE. The Company shall provide the Authority with documentation of its good faith efforts within seven (7) days of the Authority's request, which may be extended for an additional seven (7) days upon request of the Company.

21.5 Breach of ACDBE Obligations. Company's failure to carry out its ACDBE obligations shall constitute a material breach of this Agreement that may result in termination of this Agreement, or such other remedy as deemed appropriate by the Authority.]