



**Mobile Airport  
Authority**

**REQUEST FOR PROPOSAL (RFP)**

RFP No. 2023-010

**Airbus Engineering Lower Roof Repairs**

**Date Posted: June 27, 2023**

**Deadline to Respond: July 27, 2023**

Rita L. Barren, Procurement Officer  
rbarren@mobairport.com  
06/272023

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**REQUEST FOR PROPOSAL**  
**RFP No. 2023-010**  
**Airbus Engineering Lower Roof Repairs**  
**at the Mobile International Airport**

Mobile Airport Authority (MAA) is requesting proposals from qualified contracting firms for **Airbus Engineering Roof Repairs**.

**I. General Information:**

Sealed bids will be received by the Procurement Officer at Mobile Airport Authority, 1891 9th St., Mobile, AL 36615, until 2:00 PM (local time), on the bid opening date, at which time and place all bids will be publicly opened and read aloud.

**A Pre-Proposal Conference will be held on July 11, 2023, at 2:00 PM, at the MAA Administration Offices at 1891 9<sup>th</sup> Street, Mobile, Alabama 36615.**

Sealed submissions must also be delivered to the following: Mobile Airport Authority, Procurement Officer, 1891 9<sup>th</sup> Street, Mobile, AL 36615. The submissions must be received no later than **July 27, 2023, by 2:00 pm**, at the address shown above. Any RFP received after this closing time will be returned unopened.

Bids must be completed and signed in ink in space(s) provided on the enclosed blank bid form(s) or bid will be subject to rejection. No Bidder may withdraw his/her bid within one hundred twenty (120) calendar days after the actual date of the bid opening.

The bid, with original signatures, and two (2) additional copies are to be submitted in a sealed envelope and the sealed envelope shall be marked as follows:

Mobile Airport Authority: **“SEALED BID” Do not open until after BID DEADLINE of 2:00 PM, July 27, 2023**. Bidder’s Name, Business Address, RFP No. and Project Name **“Airbus Engineering Lower Roof Repair”**.

**II. Point of Contact**

In order to ensure a fair and objective RFP evaluation, all questions for clarification related to this RFP shall be made in writing. No interpretation of the meaning of the specifications or other documents will be made to any Supplier orally.

**To be given consideration, the questions must be received NO LATER THAN July 18, 2023 @ 5:00 pm (local time). All questions must be submitted to Jay Perez, Assistant Project Manager via e-mail to [jperez@mobairport.com](mailto:jperez@mobairport.com).**

Such clarification will be submitted to all known responding firms simultaneously. Answers to questions will also be posted on MAA's website, as well as any Addenda at [www.mobileairportauthority.com](http://www.mobileairportauthority.com). Vendors are responsible for checking Mobile Airport Authority website for any addendum; but if you are on the bidders list, the addendum will be emailed to you.

**PRE-BID CONFERENCE:** A Pre-Bid Conference for this service will be held on **July 11, 2023**, at 2:00 PM (local time) at Mobile Airport Authority Administration Office at 1891 9<sup>th</sup> Street, Mobile, AL 36615. This pre-bid conference is recommended but not required to be attended by all prospective bidders. **This will be the only opportunity to visit the site.**

The pre-bid meeting for this RFP is not mandatory, but it is strongly recommended that any firm planning to submit a bid attend the meeting. No bids will be considered unless the bidder, whether resident or non-resident of Alabama, is properly qualified with the State of Alabama. In addition, non-residents of the State, if a corporation, shall show evidence of having qualified with the Secretary of State to do business in Alabama.

Any addendum issued will be made available on the website and via email to bidders who place themselves on MAA's bidder list as a potential bidder. Interested bidders are responsible for obtaining addenda and are advised to check the site frequently. All addenda so issued shall become part of the award.

To be placed on the bidders list, please contact our Procurement Officer, Rita Barren at [rbarren@mobairport.com](mailto:rbarren@mobairport.com).

### III. **Bid Timeline**

Pre-Bid Meeting	July 11, 2023 @ 2PM
Questions Due	July 18, 2023 @ 5PM
Bid Submission	July 27, 2023 @ 2PM

### IV. **Scope of Work:**

MAA is seeking a qualified contractor to repair the lower roof of Airbus Engineering, located at 1801 S. Broad Street, Mobile, AL 36615 via the installation of Carlisle SynTec Sure-Weld (TPO) Adhered Roofing System. Work by the contractor includes all labor, materials, and equipment necessary to complete all work per this bid specification and plans. The contractor shall provide a working installation complete in every detail and all items necessary for such complete installation shall be furnished whether specifically mentioned or not.

All work to be performed in a thorough and professional manner by mechanics skilled in their respective trades, using materials specified, or materials approved by the school district as equal in quality, capacity, and performance to those specified.

All work will meet all requirements, codes, and regulations of the highest governing body whether it is Mobile County, the State of Alabama, or the Federal Government, NFPA, local Fire Department, or any other governing body.

Any necessary permits and fees are the responsibility of the contractor.

The objective of this Request for Proposals is to seek proposals from selected firms to install a thermoplastic polyolefin (TPO) on the east and west lower roofs of the Airbus Engineering building located at 1801 S. Broad Street. The below scope and enclosed attachments provide instructions, background information, and the required proposal forms from which bidders are to develop their formal proposals to the Airport. The selected, successful bidder to this RFP will be expected to provide MAA the following services. This list is not inclusive of all post orders and may be revised/amended after the contract is awarded. Any changes will be communicated in writing.

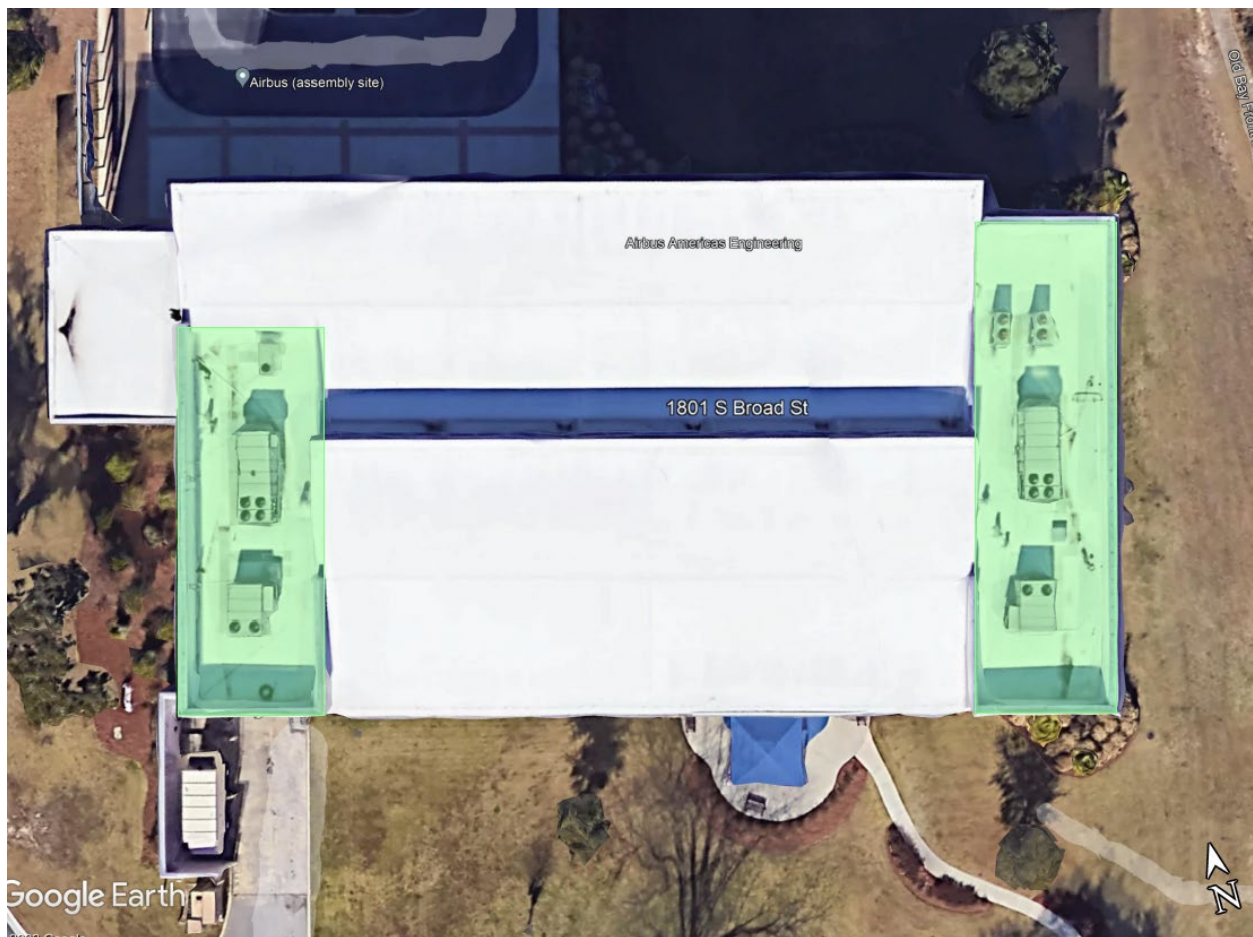
#### 1. General Conditions

- a. Please see TPO roof system specifications (Attachment "G"). Equivalent products/systems by Elevate (Firestone), Johns Manville, or GAF are acceptable.
- b. Contractor is responsible for maintaining the roof area in a watertight condition during construction. Contractor will be responsible for any damages caused by roof leaks during the course of the work.
- c. Contractor is to remove, reinstall, and recertify lightning protection system.
- d. Contractor is to coordinate all access, staging, and storage areas with the owner's representative and tenant.
- e. Contractor is to protect all surrounding grounds and return to the same condition as before work began. Contractor should photo document all existing conditions prior to starting the work.
- f. Contractor is to provide all licenses, permits, insurance, equipment, and disposal fees required for this work.
- g. Contractor is to provide measures to ensure interior of building is waterproofed during construction and protected from water intrusion.

#### 2. Roofing Scope

- a. Remove the existing roof system down to the concrete deck. Prepare the deck as required and install either self-adhered or torch-applied smooth surface SBS base sheet as a vapor retarder and temporary dry-in.
- b. Adhere two (2) layers of 2.5" Polyiso insulation 4'x4' boards using low rise foam adhesive with a 6"oc bead spacing pattern.
- c. Adhere tapered Polyiso insulation crickets using low rise foam adhesive with a 6"oc bead spacing pattern in between the new retrofit roof drains to create a positive slope between drains.

- d. Adhere ½” Securock 4x4 cover boards using low rise foam adhesive with a 6”oc bead spacing pattern.
- e. Install 60 Mil TPO membrane adhered to the face of the coverboard using solvent based TPO bonding adhesive.
- f. Install ½”Securock cover board to the interior of the parapet wall, then install 60 Mil TPO membrane up and over the parapet wall and a 24-gauge Kynar Coping Cap (fabricated to meet ANSI/SPRI ES-1 requirements).
- g. Flash all scuppers, drains, vents, and penetrations according to manufacturer’s requirements.
- h. Furnish a 20-year Total Systems Warranty and a 5-year Contractors Warranty.



## V. Interference With Operation

1. The contractor shall confine his activities to the area set aside for him to do his work and shall not interfere with any of the owner’s activities. The contractor will not be permitted to store material except within the areas as directed by the owner.

2. Should any disturbance to the existing installation be necessary, the contractor shall inform the owner well in advance of the time contemplated for the disturbance. After a plan acceptable to the owner has been formulated, the contractor shall keep in close personal contact with the work to see that it is executed in accordance with the agreed procedure.
3. All equipment and materials stored at the job site shall be protected from theft and vandalism at the contractor's expense.
4. The contractor is responsible for the removal and disposal of any rubbish and debris from the job site.
5. Prior to final acceptance, the contractor shall restore all areas affected by his work to original state of cleanliness and shall repair all damage to premises and grounds caused by his workmen and equipment.

**The Contractor:**

1. Must complete the attached proposal form, in full, providing unit rates for each pay item.
2. Must provide a list of proposed subcontractors with addresses and contact information.
3. Shall be responsible for the installation of all the required material, including any required architectural modifications required to execute the project as shown in the attached plans and specifications.
4. Shall provide shop drawings for approval prior to fabrication.

**VI. Basis of Award**

MAA's policy is to award a bid based upon the "lowest and best" bid/proposal. However, MAA will also strive to select equipment and supplies, which best fulfill the MAA's overall needs. In making the award, MAA will include but not be limited to the following factors for consideration:

- the extent to which the items bid meet or exceed specifications and function;
- the vendor's ability to supply all items required;
- the vendor's commitment to maintain a sufficient supply of items needed by MAA;
- any prior experience or history between MAA and vendor;
- the financial strength of the company; and
- other factors deemed significant by MAA officials.

**VII. Poor or Non-Performance**

1. During the term of the contract, MAA may terminate the contract for nonperformance, poor performance, late delivery, or other cause. The decision to terminate rests solely with the MAA and/or its duly appointed representative. In the

- event of termination, MAA shall give the vendor written notice fifteen (15) days prior to termination. MAA may thereafter procure products or services from other vendors.
2. The vendor takes all responsibility for substandard or defective materials and will replace all items as requested.
  3. The quality of goods, products, materials, equipment, workmanship, and services shall be as described and must be to the satisfaction of the district representative. He shall have full power and authority to reject any materials furnished that, in his opinion, is not in strict conformity with the specifications, or equal in every respect to the exact item described therein. All goods, products, materials, and equipment furnished shall be factory new and any deviation there from will constitute just cause for rejection unless otherwise specified.

#### **VIII. Delivery**

1. All equipment shall be delivered as specified in the MAA's purchase order.
2. The Contractor will be responsible for transporting all material to the job site.
3. The Contractor will be responsible for all material once it is received at the job site. Upon installation the material becomes the responsibility of the owner.
4. Prior to installation, material has to be housed in a clean, dry environment.

#### **IX. Price Adjustments**

1. Price increases will not be paid or approved without a 30-day notice and approval by the Chief Financial Officer. An escalation increase in price will be for cost only. A percentage increase in profit and overhead will not be acceptable.
2. Deletion of Items - MAA reserves the right to delete any or all escalated items from the agreement if the item(s) can be purchased more economically from another source.

#### **X. Indemnification**

To the fullest extent permitted by the law the Vendor shall indemnify, defend with legal counsel acceptable to MAA, and hold harmless the MAA and agents and employees of MAA from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from personal injury, bodily injury, sickness, disease, or death, failure to make payment to suppliers, or injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Vendor, or anyone directly or indirectly employed by the Vendor, or anyone for whose acts the Vendor may be liable.



## **XI. Proposal Submission Requirements**

General Format:

- A. Bidders shall submit **one (1) original and two (2) copies** of the bid submission. **MAA RESERVES THE RIGHT TO CONTRACT IN THE BEST INTEREST OF MAA, AND TO REJECT ANY AND ALL BIDS AT ANY TIME PRIOR TO AWARD.**
- B. Bid submission shall be labeled on the outside of each submitted package with the following:
  1. **“SEALED BID”**
  2. Bidder’s name and business address;
  3. Bid Due Date/Time for receipt of Bids, and
  4. RFP No. and Project Name

Submittals shall be made on 8 1/2” x 11” paper, side bound with Table of Contents and reference tabs for key sections. The total submittal shall not exceed forty (40) single-sided pages. All pages are to be consecutively numbered. All materials not clearly labeled “Trade Secret” or “Confidential” shall become property of Mobile Airport Authority and will be considered public documents (Reference Section XI - Confidentiality of Documents). Submittals must include, at a minimum, the following:

➤ **A Cover Letter/Transmittal Letter.**

Bids are to be accompanied by a brief transmittal letter prepared on the bidder’s letterhead and signed by an individual who is authorized to commit the Offeror to the services and requirements in the RFP. This transmittal letter shall include:

- a. The name, title, address, telephone number, and electronic mail address of the person authorized to bind the bidder to the contract, who will receive all official notices concerning this IFB.
- b. The bidder’s Federal Tax Identification Number or Social Security Number.
- c. Acknowledgement of all Addenda to this RFP. (Attachment C)

➤ **TAB 1 - Forms**

Include the following:

- a. **Attachment A** - Completed Bid Form
- b. **Attachment B** - Completed Vendor Data Form
- c. **Attachment C** - Completed Signature & Acknowledgement Affidavit Form  
RFP Bid Signature and Acknowledgement Affidavit Form, any addenda signature pages.  
The Signature and Acknowledgement Affidavit submitted in response to this RFP must be signed by the person in the Proposer’s organization who is responsible for the decision as to the prices being offered or by a person who has been authorized in writing to act as agent for the person responsible for the decision on prices and services. Failure to provide this forms/information with your bid submittal may disqualify your proposal.

➤ **TAB 2**

- A statement of qualifications as related to the Scope of Work in Section IV.

➤ **TAB 3**

- List three (3) similar prior projects and three (3) references.

Sealed Bids must be received at the following address no later than July 27, 2023 at the following address:

**Mobile Airport Authority**  
**ATTN: Rita Barren, Procurement Officer**  
**(SEALED BID) – Deadline July 27, 2023 @ 2:00 pm**  
**Project Name: Airbus Engineering Roof Repairs**

Any questions concerning the proposal submittal shall be addressed and submitted in writing to the Procurement Officer via email at [rbarren@mobairport.com](mailto:rbarren@mobairport.com) no later than close of business, 5:00 PM, July 18, 2023.

## **XII. Selection Criteria and Schedule**

Proposals will be reviewed for completeness and qualifications. Final selection of a firm for contract negotiations will be made on the basis of the following criteria, with a maximum of 100 rating points as shown in Table 1:

**Table 1. Proposal Selection Criteria**

<b>Selection Criteria</b>	<b>Maximum Points</b>
The Contractor's response to scope of work	<b>25</b>
The Contractor's general experience, qualifications, and similar projects.	<b>35</b>
The Contractor's Price	<b>20</b>
The Contractor's references.	<b>20</b>
<b>TOTAL:</b>	<b>100</b>

The final contract for these Services shall be awarded only after negotiations with the selected firm to establish a fair and reasonable price. MAA actively encourages submission of proposals from disadvantaged business enterprises and companies owned by Native Americans, minorities, women, immigrants, and veterans. MAA does not discriminate on the basis of race, color, religion, creed, sex, sexual orientation, gender identity, age, ancestry, national origin, disability, or veteran status in consideration of this award. Equal Opportunity Employer.

MAA encourages the participation of Disadvantaged, and/or Minority/Women Business Enterprise Participation in this RFQ process. The DBE goal for this solicitation is **5%**. The respondent is encouraged to consider this goal as a floor, and not a ceiling, and will receive consideration accordingly.

## **XIII. Terms and Conditions**

The following terms and conditions apply to all proposals:

1. MAA reserves the right to reject any and all proposals submitted; to select one or more responding parties; to void this RFP and the review process and/or terminate negotiations at any time; to select separate responding parties for various components of the scope of services; and to select a final party/parties from among the proposals received in response to this RFP. Additionally, any and all RFP project elements, requirements and schedules are subject to change and modification. MAA also reserves the unqualified right to modify, suspend, or terminate at its sole discretion any and all aspects of this RFP process, to obtain further information from any and all responding parties, and to waive any defects as to form or content of the RFP or any responses by any party.
2. This RFP does not commit MAA to award a contract, defray any costs incurred in the preparation of a response to this RFP, or contract for any services. All submitted responses to this RFP become the property of MAA as public records. All proposals may be subject to public review, on request, unless exempted as discussed elsewhere in this RFP.
3. By accepting this RFP and/or submitting a proposal in response thereto, each responding party agrees for itself, its successors and assigns, to hold MAA and its agents, directors, consultants, attorneys, officers, and employees harmless from and against any and all claims and demands of whatever nature or type, which any such responding company, its representatives, agents, contractors, successors or assigns may have against any of them as a result of issuing this RFP, revising this RFP, conducting the selection process and subsequent negotiations, making a final recommendation, selecting a responding party/parties or negotiating or executing an agreement incorporating the commitments of the selected responding party.
4. By submitting responses, each responding party acknowledges having read this RFP in its entirety and agrees to all terms and conditions set out in this RFP.
5. Responses shall be open and valid for a period of ninety (90) days from the due date of this RFP.

#### **XIV. Other Requirements**

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or subcontractor because of race, color, age, religion, ancestry, sex, national origin, local custom, or sexual orientation. Furthermore, the Contractor shall be able to produce at any time its documented policy on ensuring that each employee has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment and prejudice.

All contracts involving the Owner and Contractor and/or third persons shall incorporate by reference and shall be in accordance with all applicable federal, state, and local laws, ordinances, rules, regulations, and orders. The proposer shall be responsible for compliance with all federal, state, and local laws, ordinances, rules, regulations and orders in the management and construction of the Project.

#### **XV. Insurance Requirements**

Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to MAA, during the entire term of this Agreement including any extension thereof, the following policies of insurance: (See Attachment D)

In the event that the Contractor is authorized to subcontract any portion of the work or services

provided pursuant to this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain.

SOQ submissions that have not been received in the required format and quantity by the aforementioned deadline date and time will be rejected. Additionally, failure to submit all of the information stipulated per Section V – Format of Responses, shall result in the submission being considered non-responsive and may result in the SOQ submission being rejected. Unless otherwise stated or required by the instructions, all attachments and/or embellishments other than those required in the RFQ shall be excluded.

## **XVI. Disclosures**

MAA shall have no financial interest in the business of and shall not be liable for any debts or obligations incurred by the CONTRACTOR nor shall MAA be deemed or construed to be a partner, joint venture or otherwise interested in the assets of the CONTRACTOR, or in the sums earned or derived by CONTRACTOR, nor shall the CONTRACTOR at any time or times use the name or credit of MAA in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.

CONTRACTOR, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of MAA, but shall be deemed to be an Independent Contractor in every respect and shall take all steps at its own expense, as MAA may from time-to-time request, to indicate that it is an Independent Contractor. MAA does not and will not assume any responsibility for the means by which or the manner in which the services by CONTRACTOR are performed; but on the contrary, CONTRACTOR shall be wholly responsible, therefore.

CONTRACTOR shall acknowledge that its identity and peculiar capacity to provide the services described hereinabove shall constitute a material consideration for the MAA's execution of a contract with CONTRACTOR. Therefore, CONTRACTOR shall not transfer or assign an awarded contract or any of the rights or privileges granted therein without the prior written consent of MAA; such consent shall be granted or denied solely at MAA's discretion.

If selected, CONTRACTOR shall agree to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations.

CONTRACTOR agrees that, if selected, it will comply with Title 6 of the Civil Rights Act of 1964, which provides that no person will be excluded from participation in, or be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin or disability, in connection with federally funded programs.

MAA may take all necessary and affirmative steps to assure that minority firms and women's business enterprises compete.

CONTRACTOR shall not collude in any manner or engage in any practices with any other CONTRACTOR which may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause MAA to reject the proposer's submittal.

**XVII. Attachments**

Attachment A - Bid Form

Attachment B - Vendor Data Form

Attachment C - Signature & Authority Affidavit Form

Attachment D - Insurance Requirements

Attachment E - Non-Collusion Affidavit

Attachment F – Sample Contract Agreement

Attachment G – Roof System Specifications

**- END -**

**Attachment A**

**REQUEST FOR PROPOSAL  
RFP No. 2023-010  
Airbus Engineering Lower Roof Repairs**

**BID FORM**

BID TO: Mobile Airport Authority  
ATTN: Rita Barren, Procurement Officer  
1891 Ninth Street  
Mobile, Alabama 36615

BID FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BID AMOUNT: \$** \_\_\_\_\_

1. The undersigned BIDDER agrees, if this Bid is accepted, to enter into an agreement with the OWNER, to perform the Work as specified for the Bid Price and within the Bid Times indicated and in accordance with Contract terms and conditions.
2. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - a. This Bid will remain valid for sixty (60) days after Bid Date;
  - b. BIDDER will sign and submit the Agreement with the other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER'S Notice of Award.

SUBMITTED BY: \_\_\_\_\_ Date: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

CONTRACTOR LICENSE #: \_\_\_\_\_

TELEPHONE #: (\_\_\_\_\_) \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

SIGNATURE OF AUTHORIZED PERSON: \_\_\_\_\_

**Attachment B**

**VENDOR DATA FORM  
RFQ No. 2023-010  
Airbus Engineering Roof Repairs**

***THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL RESPONSE***

Signature of Authorized Representative: \_\_\_\_\_

Representative's Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number \_\_\_\_\_ Date: \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

**Attachment C**

**SIGNATURE & ACKNOWLEDGEMENT  
AFFIDAVIT FORM  
RFQ No. 2023-010  
Airbus Engineering Roof Repairs**

***THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL RESPONSE***

I, the undersigned duly authorized representative of the Bidder, understand that the Proposal must be signed by the Bidder or an authorized representative of the Bidder. Further, I acknowledge that I have read and understand all the proposal instructions, specifications, terms and conditions, and agree, on behalf of myself and the Bidder to be bound by them.

Receipts of the following Addenda are hereby acknowledged: (List all / any Addenda)

ADDENDUM NO. \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_

<b>ILLEGAL IMMIGRANT CONFIRMATION</b>
By signing and submitting a response to this solicitation, a Prospective Bidder agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Prospective Bidder certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.
<b>SUBMITTAL ACKNOWLEDGEMENT</b>
<input type="checkbox"/> Prospective Bidder acknowledges proposal includes one (1) complete original and three (3) copies.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

(\_\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip



**Attachment D****INSURANCE REQUIREMENTS**

The company **MUST** agree to insurance requirements as outlined below, as well a complete vendor agreement. Evidence of all required coverage to be furnished in the form of a Certificate of Insurance stating that policy shall not be canceled, changed, allowed to lapse, or allowed to expire without 30 days written notice. The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by MAA shall be excess only. The company shall ensure that its subcontractors of any tier shall procure and maintain insurance that complies with the requirements set forth.

A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as:

**Mobile Airport Authority**  
**1891 9<sup>th</sup> Street**  
**Mobile, AL 36615**

Where appropriate, copies of endorsements should be attached to the Certificate of Insurance (COI).

- \*\* Waiver of Subrogation must be indicated "YES"
- \*\* "Mobile Airport Authority" must be listed on the bottom left of the COI form
- \*\* Must specify Mobile Airport Authority as insured
- \*\* MAA must always keep a current policy on file

The following is a list of the minimum requirements for the Mobile Airport Authority. Please note, that each project is different and the minimum insurance requirements may change without notice.

	Commercial General Liability	General Aggregate	Auto Liability	Umbrella	Worker's Compensation
Non-Airside <\$100,000	\$1,000,000	\$2,000,000	\$500,000	\$0	State Law
Non-Airside \$100,001-\$500,000	\$1,000,000	\$2,000,000	\$1,000,000	\$0	State Law
Non-Airside \$500,001-\$2,000,000	\$1,000,000	\$2,000,000	\$1,000,000	\$2,000,000	\$1,000,000
Non-Airside >\$2,000,000	\$1,000,000	\$2,000,000	\$1,000,000	\$5,000,000	\$1,000,000
Service Vendor	\$1,000,000	\$2,000,000	Exposure Dependent	\$0	State Law
Terminal/Non-Airside	\$1,000,000	\$2,000,000	\$1,000,000	\$5,000,000	\$1,000,000
FAA Projects/Airside	\$1,000,000	\$2,000,000	\$1,000,000	\$9,000,000	\$1,000,000

The company shall indemnify, defend, and hold harmless Mobile Airport Authority and its affiliates, and all their employees, officers, directors, shareholders, etc. (collectively

"Indemnitees") from and against any and all claims, demands, losses, damages, liabilities, expenses, obligations, judgments, recoveries and deficiencies, arising out of or resulting from the performance of the services provided.

Mobile Airport Authority has the right to terminate the contract for non-compliance with insurance requirements.

### **Waiver of Subrogation**

The contractor shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter a pre-loss waiver, or voids coverage because of same, there this Waiver of Subrogation requirement shall not apply and Subcontractor shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Insurance required by this Agreement shall be as broad as necessary to support the indemnification requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.

**Attachment E**

**NON-COLLUSION AFFIDAVIT**

The undersigned proposal or agent, being duly sworn on oath, declares that he / she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him / her, entered into any combination, collusion, or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding, nor to include anyone to refrain from proposing, and that this proposal is made without reference to any other proposals and without any agreement, understanding or combination with any other person in reference to such proposals/bidding.

He / She further states that no person or persons, firms, or corporations, has, have or will receive directly or indirectly, any rebate, fee gift, commission or item of value on account, or in return for such sale.

**OATH AND AFFIRMATION**

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID/PROPOSAL FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of Person Signing

**THE STATE OF** \_\_\_\_\_  
\_\_\_\_\_ **COUNTY**

I, \_\_\_\_\_, a Notary Public, hereby certify that \_\_\_\_\_ whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Print Name \_\_\_\_\_

My commission expires: \_\_\_\_\_

Attachment F

**RFQ No. 2023-010  
Airbus Engineering Lower Roof Repairs**

**Sample Contract Cover Page**

**DO NOT FILL OUT OR SIGN THE ATTACHED  
SAMPLE CONTRACT TEMPLATE.**

The attached document is a sample only. The selected bidder will receive a draft copy of the final contract and will be expected to sign it. Therefore, you should review the attached sample contract template in its entirety and make sure that you are able to comply with all terms and conditions.