



**Mobile Airport
Authority**

REQUEST FOR PROPOSAL (RFP)

RFP No. 2023-009

MOB Weekly Fire Pump Churn Tests and Semi-Annual Flow Tests

Date Posted: June 23, 2023

Deadline Date: July 17, 2023

Rita Barren, Procurement Officer

rbarren@mobairport.com

06/23/2023

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Request for Proposals

RFP No. 2023-009

Mobile Airport Authority

PROJECT NAME: **MOB Weekly Fire Pump Churn Tests and Semi-Annual Flow Tests**

BID DEADLINE: **July 17, 2023**

BID TIME: **2:00 PM**

SUMMARY OF SERVICES: The Mobile Airport Authority (MAA) seeks the services of a person or entity with expertise in Fire Pump Inspections/Testing/Repairs. MAA requires a qualified service provider to provide a weekly scheduled Inspection, Testing, and Certification of the MOB Fire Pump, and to provide Semi-Annual Flow Tests of the MOB Fire Pump for a one (1) year period, with two one-year options.

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.

BID OPENING: Monday, July 17th, 2023 @ 2:00 PM (Local Time). Bids must be in the possession of the Airport prior to bid time on the bid date. **The Time of Bid Opening will be 2:00 PM (local time)** as recorded by the clock in the Mobile Airport Administration Office on July 17th. **Bids shall be sealed and plainly marked on the outside of the envelope with the project name, bidder's name, bidder's address, bidder's license number, bidder's telephone number.**

ANY BID RECEIVED AFTER THE SPECIFIED TIME WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED.

No Bidder may withdraw his/her bid within one hundred twenty (120) calendar days after the actual date of the bid opening.

To be placed on the bidders list or questions concerning the proposal shall be addressed and submitted in **writing** no later than close of business, **5:00 PM, July 11th, 2023**, to:

Rita L. Barren, Procurement Officer

rbarren@mobairport.com

PRE-BID MEETING: MANDATORY: A Pre-Bid Conference for this service will be held on **Wednesday, July 5th, 2023, at 9:00 AM (local time)** at **Mobile Regional Airport (MOB)** located at 8400 Airport Blvd., Mobile, AL 36608. Contractors shall be given the opportunity to inspect and assess the project areas to determine proposal submittal. It will be the contractor's responsibility to ensure their bids are accurate upon submittal. This will be the only opportunity to visit the site.

1.1 Schedule of Events:

EVENT	DATE
RFP Issued/Posted	Friday, 6/23/2023
Pre-Bid Meeting	Wednesday, 7/05/2023 @ 9:00 am (MOB)
Pre-Bid On-Site Inspection	Wednesday, 7/05/2023 @ 10:00 am (MOB) Lobby
Pre-Bid On-Site Inspection	Thursday, 7/06/2023 @ 10:00 am (MOB) Lobby
Deadline for Questions	Tuesday, 7/11/2023 by 5:00 pm via email
Proposal Deadline	Monday, 7/17/2023 @ 2:00 pm (BAX) 1891 9th St.
Bid Opening	Monday, 7/17/2023 @ 2:00 pm (BAX) 1891 9th St.
Proposal Evaluation*	Tuesday, 7/18/2023
Notice of Intent to Award*	Thursday, 7/20/23 Pending Board Approval

** Estimated Dates Only (subject to change)*

BAX = 1891 9th St, Mobile, AL

MOB = 8400 Airport Blvd., Mobile, AL

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.

As a participant of the RFP bidding process, the bidder is expected to abide by all terms and conditions of this RFP and bidder is advised to carefully review all instructions outlined in this RFP. In order to be considered, bidder must provide responses and answers to **all** questions found in the sections and attachments to this RFP, must be able to demonstrate that it meets the minimum qualifications established in this RFP and has the ability to provide the Services. Failure to provide this necessary documentation will cause the proposal to be rejected as non-responsive. The RFP will in no manner be construed as a commitment on the part of MAA to select any proposal.

It is the responsibility of each bidder to examine this RFP carefully and to judge for itself all of the circumstances and conditions which may affect its proposal. Any data furnished by MAA is for informational purposes only and is not warranted. The bidder’s use of any such information is at bidder’s own risk. Failure on the part of any bidder to examine, inspect, and be completely knowledgeable of the terms and conditions of the RFP, operational conditions, or any other relevant documents or information, will not relieve the selected bidder from fully complying with this RFP.

The Mobile Airport Authority reserves the right to reject any and all bids/proposals, to waive minor irregularities, any technical or legal deficiency or to accept any bid deemed to be in the best interest of the Authority. MAA reserves the right to re-advertise this RFP; postpone or cancel this process; select and procure parts of services; change or modify the RFP schedule at any time; and select another qualified bidder if an agreement cannot be negotiated with the selected bidder or if the selected bidder’s performance does not meet the requirements in this RFP.

1.2 General Requirements:

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.

No contract will be awarded unless the contractor holds a current and appropriate license from the State Licensing Board in Montgomery, Alabama.

It is the intent of the Mobile Airport Authority to fully evaluate all proposals received and to select the proposal it considers most satisfactory for the provision of Fire Pump Inspections/Certifications/Repairs.

1. **The Contractor** shall itemize their bid pricing per the RFP. MAA reserves the right to eliminate individual quoted line items at or before the time of service, at which point, said price shall be eliminated from the invoice. MAA reserves the right to cancel the contract in full, with a 30-day written notice. Upon such termination, Contractor will be paid for Services through the effective date of termination.
2. **The Contractor** shall provide MAA with verification of Licensing to perform Fire Pump Inspections/Certification/Repairs in the City of Mobile Alabama.
3. **The Contractor** shall provide MAA with verification of insurance as outlined within the RFP to operate on MAA property.
4. **The Contractor** shall ensure that its technicians providing services to MOB possess a valid driver's license and can enter a Federally restricted area. Technicians will be required to provide their driver's license to MOB Police each visit and a database search will be conducted.
5. **The Contractor** shall ensure its representatives accessing MAA property shall be appropriately dressed in uniform attire and shall conduct themselves professionally.
6. **The Contractor** shall provide MAA with a schedule of work upon Notice of Award, and work shall commence within 10 business days of issuance of Notice to Proceed.
7. **The Contractor** work shall take place MON-FRI from 7am-2pm. Contractor shall perform each churn test the same day each week within the above operating hours, to be approved by MAA. Dates for the Semi-Annual flow tests will be set by MAA.
8. **The Contractor** will be given contact points for service visits and will need to inform MAA 24hrs in advance of a schedule change.
9. **The Contractor** shall submit to MAA each Month an itemized invoice for payment upon completion of inspections.

The Owner reserves the right to defer award of the Contract for a period of 120 days after the date of opening bids or to reject any or all bids. In case of ambiguity or lack of clearness in stating proposal prices, the Owner reserves the right to adopt the most advantageous interpretation thereof and to accept or reject any informalities or irregularities.

Inspections must be performed by a qualified certified person. Certification requires that a person take a test acceptable to the AHJ. A qualified person is defined in NFPA 25 as competent and capable individual(s) having met the requirements and training for a given field acceptable to the AHJ.

A certified person needs to, at the very least, be familiar with the requirements in NFPA 10. Proof of such shall be provided by attaching a copy of the License Certificate to this bid package.

1.3 Scope of Work

The selected, successful bidder for this RFP will be expected to provide 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. **The Scope of Work** shall include, but is not limited to, the furnishing of all labor, material, equipment, licensing and insurance to perform a weekly fire pump churn test and two (2) fire pump flow tests at the Mobile Regional Airport. The Fire Pump Churn tests shall take place once a week for a total of One (1) year or (Fifty-Two (52) Services) from the time of Notice to Proceed. The semi-annual flow tests shall be scheduled by MAA.
2. **The Contractor** shall inspect, test and tag the fire pump, pump valves, fire pump control panels, pump batteries and any other components associated with the weekly Fire Pump Churn Tests and Semi-Annual Fire pump Flow Tests, in a manner to meet all Federal, State and Local Fire code requirements and to ensure that said systems and components will pass inspection from the State and Mobile City Fire Marshal.
3. **The Contractor** shall perform each service in such a manner as to not trip any alarms within the Terminal. Any valves bypassed during each service shall be returned to normal operating position and tagged and/or locked as required by code, by the contractor.
4. **The Contractor** shall provide MAA with an itemized inspection report, within 3 business days of each service, outlining all components inspected, the current condition, flow rates, pass fail rating and any action items needed.
5. **The Contractor** shall provide for MAA's consideration, an itemized list of any deficiencies per location, along with quoted pricing to repair. This itemized quotation list shall be separate from the inspection report. MAA reserves the right to reject in full or solicit outside quotes for any deficiencies outlined in the reports as MAA deems necessary.

1.4 Proposed Term of Agreement

The selected bidder to whom an award is made will execute a written contract with MAA within 30 days after notice of the award has been initiated and begin services within 10 days of award. The contract term will be for one (1) year from the date of execution with two (2) individual one-year options. The agreement will be similar in form and content to the attached MAA contract template. All bidders should read the contract template in its entirety and pay special attention to the **Debarment and Suspension and Insurance Section requirements**.

1.5 Proposal Order & Preparation:

Proposals must be submitted pursuant to the instructions in this RFP. In evaluating the proposals, MAA will consider separately each of the areas identified in this RFP. While cost to MAA is important, it is only one of the elements of the evaluation process. Proposals will be evaluated and weighed based on all the evaluation criteria. The information contained in this RFP is primarily for background information. Use of the information contained in this section does not relieve the Respondent from the responsibility of reviewing thoroughly all of the terms, conditions, restrictions, provisions, and information contained throughout this RFP. This RFP shall constitute a single document, and no part thereof may be relied upon separate and apart from the other sections of this RFP.

A. Bid Packet Requirements:

Each company shall submit the following documents as applicable to be considered a responsive bidder in the following order:

1. **Attachment A** - RFP Submittal Checklist (Top Sheet of Proposal)
2. **Qualifications** to meet MAA's objectives. This shall include state license and all certifications required to perform these services, office location from which the service is being performed,
3. **Prior work performed**, including names of prior and current clients and number of years operating in the field. Previous work similar to the scope of work herein is preferred.
4. Name and contact information for three professional references.
5. Licensing to Inspect/Certify/Repair Fire Pumps in the City of Mobile.
6. **Attachment B** – Project Components
7. **Attachment C** - Pricing Form stating amount of bid fee for each Task.
8. **Attachment D** – Exceptions / Notes from Bidder (if there is none, please state so).
9. **Attachment E** – Vendor Data Form (Must be completed)
10. **Attachment F** – Bid Signature / Acknowledgement (Must be completed w/ any addendum received as part of this RFP)
11. **Attachment G** – Insurance Certificate (Must provide Certificate of Insurance)
12. **Attachment H** – Oath of Non-Collusion Affidavit (Must be completed and signed by a principal of the firm, or an officer authorized to bind the corporation.)
13. **Attachment I** – Contract Sample
14. Provide current copy of IRS Form W9.
15. Outsourcing Statement: if your organization must outsource or subcontract any work to meet the requirements contained herein, this must be clearly stated in the proposal. Costs should be all-inclusive to include any outsourced or subcontracted work. Any proposals

that call for outsourcing or subcontracting work must include a name and description of the organization being contracted.

1.6 Proposal Form:

see Attachment C

1.7 Codes and Standards:

The contractor shall be responsible for complying with all local, state, and federal regulations and building codes having jurisdiction over any portion of the work to be performed under the contract.

1.8 Coordination of Work:

The contractor will be responsible for coordinating all work schedules to be performed under this contract with MAA's personnel as follows:

Brad Morris
Facilities Maintenance Manager
brad@mobairport.com
Office: (251) 633-4510
Mobile: (251) 367-4592

The contractor will be required to provide contact information for key personnel prior to the start of work.

1.9 Contractor Requirements:

Firms submitting a proposal for the services solicited under this RFP must demonstrate that they meet the following minimum qualification criteria outlined below. Respondents who do not meet all of the minimum qualifications defined in this section will not be considered for an award. MAA, in its sole discretion, will determine if a Respondent meets the qualifications based on the information included in their proposal submittal as well as its own investigations.

a) Minimum Qualifications:

1. **EXPERIENCE:** Firms must present evidence that they have a minimum of at least five (5) consecutive years of providing similar solutions.
2. **FINANCIAL CAPABILITY:** Respondent must provide evidence of its ability to finance and undertake the monetary commitments required to successfully develop, construct, and operate the proposed service.
3. **GOOD STANDING WITH ALL RELEVANT GOVERNMENTAL ENTITIES:** Respondents must not be debarred from work, in default or arrearage under any previous or existing contract(s) with the MAA, any Federal Agency, and/or the State Agency. MAA reserves the right to disqualify any Respondent, or any constituent entity

of Respondent, that has pending litigation, claims or debt with the Mobile Airport Authority, or if such proposal includes a proposed subcontractor, sub-lessee or supplier that has pending litigation, claims or debts which may adversely affect the ability of the parties to work efficiently and effectively under the contract contemplated by the RFP.

4. **DUPLICATE PROPOSAL SUBMISSION:** In the event that a Respondent submits more than one proposal for the one (1) opportunity utilizing a different name(s) or is found to have an ownership interest in more than one Respondent, said proposals will be deemed non-responsive and eliminated from further award consideration.
5. **LICENSING:** Contractor and/or his alternate must be licensed and insured. Documents must be attached to the proposal. The insurance requirements are noted with Attachment "G".

1.10 Work Hours:

All work will be performed during hours as set by MAA:
Monday - Friday from 7:00 am - 2:00 pm.

1.11 Supervision and Labor:

The contractor will provide certified and qualified, trained individuals to perform all work. The contractor has the responsibility to enforce all discipline and behavior of their employees. The contractor will supervise their employees to prevent violation of safety rules and regulations as set forth by OSHA and MAA.

1.12 Facility and Site Access:

All access to the facility will be coordinated with MAA.

The Respondent agrees that its vehicles, cargo, goods, and other personal property are subject to being inspected and searched when attempting to enter or leave and while on MAA property at the sole discretion of MAA. This is for the protection of users of the Airport.

1.13 Contractor Care, Custody and Control:

Upon commencement of the work, the contractor shall be fully responsible for and will use the appropriate means to ensure the care, custody and control of MAA property, facilities, and equipment.

1.14 Restrictions on Communication

Respondents are prohibited from communicating with the Board of Directors of MAA and

their staff regarding the RFP or Proposals from the time the RFP has been released until the time the contract has been awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or Proposal submitted by Respondents. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration. Exceptions to the restrictions on communication with MAA employees include:

Respondents may submit written questions concerning this RFP to the Procurement Officer via email at rbarren@mobairport.com, until the close of business on Tuesday, 7/11/2023.

Responses will be posted in the form of an Addendum to the RFP on MAA's website and via email to all on the bidders list.

Respondents may provide responses to questions asked of them by the staff contact person after responses are received and opened. During interviews, if any, verbal questions, and explanations will be permitted.

MAA reserves the right to contact any Respondent to negotiate if such is deemed desirable by MAA.

1.15 DBE Requirements

NONE.

1.16 Federal Requirements

A. Civil Rights General.

The contractor/consultant 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.

This provision binds the contractor/consultant and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

B. Title VI Solicitation Notice:

The **MOBILE AIRPORT AUTHORITY**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders/respondents that it will affirmatively ensure that any

contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

1.17 Cone of Silence

To ensure a proper and fair evaluation, the MAA has established a Cone of Silence applicable to the Competitive Solicitation, including RFIs, RFPs, RFQs, and ITBs. The cone of silence is designed to protect the integrity of the procurement process by shielding it from undue influences. The cone of silence will be imposed on the Competitive Solicitation beginning on the date of the solicitation posting on MAA's website and ending with an award or decision prescribed in the MAA's Procurement Policy.

The cone of silence prohibits any communications regarding a specific RFI, RFP, RFQ, or ITB between:

1. A potential respondent, including its representative(s) (which includes vendors, service providers, Proposers, lobbyists, and consultants), and MAA staff or MAA consultants engaged to assist the MAA on a specific RFP, RFQ, or ITB, except for communications with the MAA's procurement agent or other supporting procurement staff responsible for administering the procurement, provided the communication is strictly limited to procedural matters of the Competitive Solicitation.
2. A potential respondent including its representative(s) (which includes vendors, service providers, Proposers, lobbyists, and consultants), and a Board member.
3. A potential respondent including its representative(s) (which includes vendors, service providers, Proposers, lobbyists, and consultants), and any member of the evaluation committee or negotiation team.
4. A Board member and any member of the evaluation committee or negotiation team.
5. Unless specifically provided otherwise in the applicable solicitation document, in addition to the exceptions set forth above, the cone of silence does not apply to:
6. Oral communications at the pre-proposal or pre-bid conference.
7. Oral communications during publicly noticed evaluation committee meetings that are specifically for presentations, demonstrations, or interviews.
8. Oral communications during publicly noticed negotiation meetings.
9. Oral communication during any duly noticed Board meeting.
10. Communications relating to protests made in accordance with this Procurement Policy.

Notice of the cone of silence requirements will be included in all Competitive Solicitation documents. The notice will include the name and email of the MAA's procurement agent to whom communications regarding procedural matters of the Competitive Solicitation can be made. The notice will also include a statement that any violation of the cone of silence by a respondent and their representative(s) may void its response as well as any resulting contract awarded to them.

Please contact: Rita Barren, Procurement Officer at rbarren@mobairport.com regarding procedural matters.

1.18 Selection of Successful Bidder

Selection and approval of the successful bidder will be made by MAA in accordance with its competitive selection process. MAA will evaluate proposals on the basis of the guidelines set forth in this RFP and then make a final selection for an award. Proposals will be opened and evaluated, after the submission deadline.

1.19 Cost of Preparation of Proposal

All costs associated with this RFP, including preparing and delivering a proposal to this RFP and any interview, will be borne entirely by the bidder. MAA will not compensate the bidder for any expenses incurred by the bidder as a result of this RFP process.

1.20 Non-Exclusive Contract

Any resulting contractual relationship is non-exclusive, and MAA reserves the right to select more than one bidder or seek similar or identical services elsewhere, if deemed in the best interest of MAA.

1.21 Withdrawal of Bid

A bidder may withdraw their proposal from the bidding process without prejudice prior to the time specified for the RFP Response Deadline by submitting a written request to the Procurement Officer listed on the Invitation to Bid.

1.22 Vendor Data Form

The attached Prospective Vendor Data Form must be submitted with your company's response to this RFP. Failure to submit the Vendor Data Form will cause the proposal to be rejected as non-responsive.

1.23 Best Value

MAA will exercise a scoring method based upon the criteria set forth in this RFP. The Scoring Methods are defined as follows:

- **Best Value**
Refers to the process of selecting the proposal which provides the greatest value to the airport based on evaluating and comparing all pertinent criteria, including cost, so that the Contractor whose overall proposal best suits MAA's needs is selected for the services; and
- **Low Cost**
Refers to the lowest cost quoted from all proposals received that are deemed both responsive and responsible for the services.

1.24 Evaluation and Scoring Criteria

You will be scored based on the strengths outlined below. MAA will evaluate the quality of the certified individual and integrity of the company that we will be entrusting with our annual inspections to ensure we get the best value.

Criterion	Max Point	Total Score
Capability and Experience on similar assignments	30	
Cost	40	
Acceptance of the Terms and Conditions	30	
	100	

MAA may shortlist up to four (4) respondents. Short-listed respondents will be provided with a minimum of one week to prepare.

Shortlisted respondents shall have the opportunity to present their qualifications to the Evaluation Committee. This is an opportunity for shortlisted respondents to clarify their statements and present any additional information that the shortlisted respondents wish the evaluation committee to consider. No more than three (3) personnel from each shortlisted respondent shall be at the interview, but one (1) member shall be the principal-in-charge.

Upon completion of the interviews, the evaluation committee shall independently score each shortlisted respondent. The criteria used to score the presentations shall be included in notification of shortlist issued to shortlisted respondents.

1.25 Attachments

- Attachment A - RFP Submittal Checklist (Top Sheet)
- Attachment B – Project Components
- Attachment C – Proposal Form (Pricing)
- Attachment D - Exceptions / Notes from Bidder
- Attachment E - Vendor Data Form
- Attachment F - Bid Signature / Acknowledgement
- Attachment G - Insurance Requirements
- Attachment H - Non-Collusion Affidavit
- Attachment I - Contract Sample

Attachment A

RFP SUBMITTAL CHECKLIST

RFP No. 2023-009

**MOB WEEKLY FIRE PUMP CHURN TESTS
AND SEMI-ANNUAL FLOW TESTS**

REQUIREMENTS:	Potential Scoring:	YES	NO	Evaluator's Notes
Does the Bidder have Licensing to perform associated work in the City of Mobile AL?	Required			
Does the Bidder have Proof of Certificate of Insurance that meets MAA requirements as outlined in the RFP?	Required			
Did the Bidder submit Pricing for all Specified Services as outlined in the RFP? I.E. Or were there any Exceptions/Notes that affect the RFP Scope of Work Negatively	Required			
Attachment A – RFP Submittal Checklist (Top Sheet)	Required			
Attachment B – Project Components	Required			
Attachment C – Proposal Form (Pricing)	Required			
Attachment D – Exceptions/Notes from Vendor	Required			
Attachment E – Vendor Data Form	Required			
Attachment F – Bid Signature/Acknowledgement	Required			
Attachment G – Insurance Requirements	Required			
Attachment H – Non-Collusion Affidavit	Required			
Attachment I – Contract Sample	Not Required			

Attachment B

PROJECT COMPONENTS

RFP No. 2023-009

**MOB WEEKLY FIRE PUMP CHURN TESTS
AND SEMI-ANNUAL FLOW TESTS**

Component (Same unit for each service)	Service
<p>Patterson Pump: Serial # FP-C0134214 GPU 1500</p> <p>John Deere Engine: Model # 4045HFC28A,B,C,D Diesel</p> <p>Eaton and Clarke Control panels</p>	<p>WEEKLY FIRE PUMP CHURN TEST 52 SERVICES</p>
<p>Patterson Pump: Serial # FP-C0134214 GPU 1500</p> <p>John Deere Engine: Model # 4045HFC28A,B,C,D Diesel</p> <p>Eaton and Clarke Control Panels</p>	<p>SEMI-ANNUAL FIRE PUMP FLOW TEST TWICE A YEAR</p>

Attachment C

Proposal Form (Pricing)

**RFP No. 2023-009
MOB Weekly Fire Pump Churn Tests
And Semi-Annual Flow Tests**

SERVICE	PRICE
WEEKLY FIRE PUMP CHURN TEST 52 SERVICES PER YEAR	\$
SEMI-ANNUAL FIRE PUMP FLOW TEST TWICE A YEAR	\$
Project Year Total:	\$

- All costs must be in U.S. Dollars.
- The Airport will not be responsible for any costs not identified.
- There will be no additional reimbursement for travel or other related expenses.

Attachment D

**EXCEPTIONS / NOTES FROM BIDDER
RFP No. 2023-009
MOB WEEKLY FIRE PUMP CHURN TESTS
AND SEMI-ANNUAL FLOW TESTS**

Any Exceptions / Notes to the Scope of Work as Outlined in this RFP by the Bidder	Reasoning:
<i>Note: MAA reserves the right to evaluate any exceptions/notes from the Bidder to determine Bid Acceptance or Rejection.</i>	

Attachment E

VENDOR DATA FORM

RFP No. 2023-009

**MOB WEEKLY FIRE PUMP CHURN TESTS
AND SEMI-ANNUAL FLOW TESTS**

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: _____

Cost:

MOB WEEKLY FIRE PUMP CHURN TESTS AND SEMI-ANNUAL FLOW TESTS:

Total Cost to be billed to MAA: \$ _____

Attachment F

BID SIGNATURE / ACKNOWLEDGEMENT

RFP 2023-009

**MOB WEEKLY FIRE PUMP CHURN TESTS
AND SEMI-ANNUAL FLOW TESTS**

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. _____

ILLEGAL IMMIGRANT CONFIRMATION

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.

SUBMITTAL ACKNOWLEDGEMENT

Prospective Bidder acknowledges proposal includes one (1) complete original and three (3) copies.

Name & Title

Signature

Company Name

Telephone

Address

City, State & Zip

Attachment G

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 9th 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

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 H

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 I

**REQUEST FOR PROPOSAL
RFP: 2023-009
MOB WEEKLY FIRE PUMP CHURN TESTS
AND SEMI-ANNUAL FLOW TESTS**

Sample Contract Template 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.

STATE OF ALABAMA)

MOBILE COUNTY)

GENERAL SERVICES AGREEMENT

This General Services Agreement (this "Agreement") is made and entered into this ___th day of _____ 2022, but to be effective as of _____, 2022 ("Effective Date"), by and between The Mobile Airport Authority, a public corporation organized under the laws of the State of Alabama ("MAA"), with an address of 1891 Ninth Street, Mobile, AL 36615; and _____, ("Contractor"), with an address of _____.

RECITALS:

WHEREAS MAA operates the [Insert Appropriate Airport] in Mobile, Mobile County, Alabama ("Airport") and desires to obtain from a qualified contractor the services more specifically described in Schedule 1 attached hereto and incorporate herein by reference (the "Services"); and

WHEREAS Contractor is qualified to and desires to provide the Services to MAA, and MAA has agreed to hire the Contractor to provide the Services on the terms set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge and agree, the parties hereby agree as follows:

1. Recitals. The Recitals set forth above are incorporated into and made an integral part of this Agreement.
2. Services; General Provisions. MAA hires and retains the Contractor to provide, and Contractor agrees to provide, the Services. All such Services shall be rendered in compliance with Schedule 1 and the General Provisions attached hereto as Exhibit A and made a part of this Agreement ("General Provisions"). Unless expressly set forth to the contrary in Schedule 1 to this Agreement, Contractor shall, at its sole cost and expense, provide all labor, equipment, materials and supplies necessary to provide the Services.
3. Fees. In consideration of Contractor's satisfactory performance of the Services, MAA shall pay to Contractor the fees set forth in Schedule 1 hereto (the "Fees"). Unless otherwise expressly set forth to the contrary in Schedule 1, the Fees shall include any and all expenses, including, but not limited to, salaries, payroll costs, additives, overhead and profit of Contractor and out of pocket expenses necessary to provide the Services. All payments by MAA to Contractor shall be in accordance with Section 5 of the General Provisions.
4. Term; Termination.
 - (a) Term. The term of this Agreement shall begin on the Effective Date set forth above and continue thereafter for an initial term of one (1) year(s) ("Initial Term"), unless earlier terminated as set forth

herein or extended by mutual written agreement of the parties. MAA shall have the right to extend the Initial Term of this Agreement for_ () periods of _____ () years each (each, a “Renewal Term” and collectively with the Initial Term, the “Term”).

(b) Termination. MAA shall have the right to terminate this Agreement at any time with thirty (30) days’ prior written notice to Contractor. Upon such termination, Contractor will be paid for Services through the effective date of termination. If Contractor fails to perform its obligations as set forth in this Agreement and such failure continues for ten (10) days after prior written notice from MAA, MAA is entitled to terminate this Agreement upon providing written notice to Contractor. Upon such termination, Contractor will be paid only for completed and approved Services. MAA will have no further obligations to Contractor from and after the date of any such termination.

(c) Contractor Obligations on Termination. Upon expiration or termination of this Agreement for any reason, Contractor shall (i) promptly deliver to MAA any work product (whether complete or incomplete) for which MAA has paid, any MAA equipment that Contractor utilized in the performance of the Services, and all MAA documents, data, know-how, methodologies, software, and other materials provided to Contractor by MAA, if any, including computer programs, reports, and specifications; (ii) promptly remove all Contractor equipment, materials, tools, systems, cabling, software, or facilities provided by or on behalf of Contractor and used directly or indirectly in the provision of the Services; and (iii) on a pro rata basis, repay all Fees and expenses, if any, paid in advance for any Services which have not been provided.

(d) Return of Confidential Information. Each party shall (i) return to the other party all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the other party's Confidential Information (as defined in Section 4.1 of the General Provisions); (ii) permanently erase all of the other party's Confidential Information from its computer systems; and (iii) certify in writing to the other party that it has complied with the requirements of this subsection; provided, however, that MAA may retain copies of any Confidential Information of Contractor solely to the extent necessary to allow it to make full use of the Services and any work product provided by Contractor.

4. Insurance. Contractor will, at its expense, obtain and maintain in full force and effect during the Term of this Agreement, the insurance coverages set forth in “MAA Contractor Insurance Requirements” attached hereto as Exhibit B and made a part of this Agreement. 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). All such insurance policies shall provide that coverage is primary and non-contributory, include a waiver of subrogation and provide MAA with at least thirty (30) days prior written notice of any cancellations or modification thereof. MAA shall be named as an additional insured on all policies except Workers’ Compensation and the Professional Liability/E&O policies. The additional insureds provision shall read: Mobile Airport Authority, City of Mobile, Alabama and their respective directors, council members, agents and employees.

Contractor shall provide MAA with copies of the insurance policies or certificates evidencing that the required coverages are in place. Certificates of Insurance shall be filed with MAA prior to commencement of the Services on a Certificate of Insurance form, or Certificates, policies, or endorsements acceptable to MAA. If such insurance coverages are not issued on an occurrence basis, such insurance coverages are required to remain in force after the termination or expiration of this Agreement. If such insurance coverages are required to remain in force after the expiration or termination of this Agreement, an additional certificate evidencing continuation of such coverage shall be submitted prior to final payment to the Contractor. If Contractor’s coverage is written on a claims-made basis, Contractor shall also provide tail coverage to include claims made after the completion of the work for the required statute of repose. In the event Contractor fails to furnish MAA with evidence of

insurance and maintain the insurance as required, MAA 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 MAA for the cost thereof. Payment shall be made within thirty (30) days of invoice date. If Contractor has any subcontractor performing any of the Services, subcontractor is subject to the same insurance requirements outlined in this Exhibit B: MAA Contractor's Insurance Requirements. Contractor is advised of the statutory immunity of negligence applicable to MAA and its directors, which is contained in Sections 4-3-50 and 4-3-47(2) of the Code of Alabama, 1975.

5. Indemnification. Contractor hereby agrees to indemnify, defend and hold harmless MAA, City of Mobile, Alabama, and their respective directors, council members, agents and employees (collectively, "Indemnitees"), from and against all losses, claims, liabilities, injuries, damages, expenses, fines and penalties, including attorney's fees and expenses (collectively, "Losses"), that Indemnitees 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 Indemnitees) arising out of or resulting from, in whole or part, the negligent and willful acts or omissions of Contractor, its employees, agents and subcontractors in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

CONTRACTOR:

Witnesses:

By: _____
Name: _____
Title: _____

MAA:

The Mobile Airport Authority

Attest:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

SCHEDULE 1

**TO GENERAL SERVICES AGREEMENT
DESCRIPTION OF SCOPE OF WORK; FEES**

1. Scope of Work. Contractor will complete the following items:

1.1

(a):

1.2 Exclusions:

(a):

Manufacturer Warranties: Contractor warrants the work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of one year from the date of final acceptance.

2. Contract Time

2.1 Completion Date –

2.2 Liquidated Damages. MAA and Contractor recognize that time is of the essence with respect to this Agreement and that MAA will suffer financial loss if the Work is not completed within the times specified in Paragraph 2.1 above, plus any extension(s) thereof allowed in accordance with the General Provisions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual losses suffered by MAA if the Work is not completed on time. Accordingly, instead of requiring such proof, MAA and Contractor agree that as Liquidated Damages for delay (but not as a penalty) Contractor shall pay MAA the amount stipulated in Section _____ of the General Provisions for each calendar day that expires after the time specified in Paragraph 3.1 for Completion of the Work.

2.3 Contractor understands and hereby expressly agrees that, in addition to, or in lieu of, Liquidated Damages specified in Paragraph 2.2 above, to pay MAA the actual costs to MAA for any inspector

or inspectors necessarily employed by MAA on the Work and the actual costs to MAA for the observation of construction, and project representative services including all travel and subsistence expenses after the date specified for completion until the Work is completed and ready for final payment.

2.4 Further, the Contractor agrees that the sums to be paid to MAA in accordance with Paragraphs 2.1 and 2.2 above may be deducted from the sum due the Contractor for work performed as provided in the General Provisions.

3. Contract Sum and Payment Procedures

3.1 MAA shall pay Contractor for completion of the Work in accordance with the applicable Contract Documents (Scope of Work) in current funds as follows.

Total: \$

3.2 Contractor shall submit Applications for Payment with supporting cost / accounting documents (if necessary) for completed work in accordance with the General Provisions. The Contractor shall submit an itemized Application for Payment for Work supported by data substantiating the right to payment. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by MAA, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing. Contractor warrants all work in place.

3.3 All work for payments received to be free and clear of liens, claims, or security interests.

3.4 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from MAA, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders. Neither the OWNER nor the Consultant shall have responsibility for payments to a subcontractor or supplier. A progress payment, or partial or entire use or occupancy of the Project by the OWNER, shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

EXHIBIT A

TO GENERAL SERVICES AGREEMENT

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the General Services Agreement by and between the MAA and Contractor.

1. Performance of Services. Contractor shall furnish, perform and provide the Services described in the Agreement and Schedule 1 in conformity with generally accepted industry standards and in compliance with all applicable federal, state and local, laws, rules and regulations (collectively, "Laws").

2. MAA Obligations.

2.1 MAA shall:

(a) cooperate with Contractor in all matters relating to the Services and appoint and, by giving written notice of such replacement to Contractor, replace a MAA employee to serve as the primary contact with respect to this Agreement and who will have the authority to act on behalf of MAA with respect to matters pertaining to this Agreement (the "MAA Representative");

(b) provide, subject to Section 3.1(d), such access to MAA's premises, and such office accommodation and other facilities as may reasonably be requested by Contractor and agreed upon by MAA in Schedule 1, for the purposes of performing the Services;

(c) respond promptly to any Contractor request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Contractor to perform Services in accordance with the requirements of this Agreement;

(d) provide such information as Contractor may request in order to carry out the Services, in a timely manner, and ensure that it is complete and accurate in all material respects;

(e) ensure that any MAA equipment to be provided by MAA to Contractor and expressly identified in Schedule 1, if any, is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant legal or industry standards or requirements; and

(f) obtain and maintain all necessary licenses and consents and comply with all Laws applicable to MAA in relation to the Services, in all cases before the date on which the Services are to start.

2.2 If agreed to by MAA and Contractor in Schedule 1, MAA shall make its employees reasonably available to Contractor to assist Contractor in tasks associated with providing the Services under this Agreement ("MAA Personnel"). To the extent practicable, Contractor and MAA will agree on such tasks and the timing of such tasks to be performed by MAA Personnel as part of the Services. Contractor shall not be responsible for the work of MAA Personnel nor any delays in the delivery of any Services caused solely by MAA Personnel.

3. Contractor Obligations.

3.1 Contractor shall:

(a) appoint (i) a Contractor employee to serve as a primary contact with respect to this Agreement and who will have the authority to act on behalf of Contractor in connection with matters pertaining to this Agreement (the "Contractor Representative"); and (ii) all employees and subcontractors, if any, engaged by Consultant to perform the Services ("Contractor Personnel"), who shall be reasonably skilled and qualified to perform the Services;

(b) upon the reasonable written request of MAA, promptly replace Contractor Representative and any other Contractor Personnel;

(c) before the date on which the Services are to start, obtain, and at all times during the Term of this Agreement maintain, all necessary licenses, permits and consents and comply with all relevant Laws applicable to the provision of the Services;

(d) comply with, and ensure that all Contractor Personnel comply with, all rules, regulations, and policies of MAA that are communicated to Contractor in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, and general health and safety practices and procedures;

(e) maintain complete and accurate records relating to the provision of the Services under this Agreement. During the Term, upon MAA's written request, Contractor shall allow MAA or MAA's representative to inspect and make copies of such records; provided that any such inspection shall take place during regular business hours no more than once per year and MAA provides Contractor with at least ten (10) business days' advance written notice; and

(f) require all subcontractors to be bound by the confidentiality and intellectual property assignment or license provisions, if any, of this Agreement.

3.2 Contractor is responsible for all Contractor Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits.

4. Confidential Information.

4.1 Definition. 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.

4.2 Confidentiality Obligations. 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 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.

4.3 Return of Confidential Information. 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.

4.5 Disclosure. 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.

5. Fees and Expenses; Payment Terms. In consideration of the provision of the Services by Contractor and the rights granted to MAA under this Agreement, MAA shall pay the Fees and expenses, if any set forth in Schedule 1 hereto. Payment to Contractor of such Fees and the reimbursement of expenses, if any, shall constitute payment in full for the performance of the Services.

5.1 Time and Materials Basis. Where the Services are provided on a time and materials basis:

(a) the Fees payable for the Services shall be calculated in accordance with Contractor’s hourly fee rates for Contractor Personnel set forth in Schedule 1; and

(b) Contractor shall issue invoices to MAA monthly for its Fees for time for the immediately preceding month, calculated as provided in this Section 5.2, together with a detailed breakdown of any expenses for such month incurred in accordance with Section 5.4.

Fixed Price Basis. Where Services are provided for a fixed price, the total Fees.

5.2 for the Services shall be the amount set out in Schedule 1. The total Fees shall be paid to Contractor in installments, as set out in Schedule 1, and, where conditioned on the achievement of any milestone or delivery of any work product, upon the occurrence of such milestone or delivery of such work product. At the end of a period specified in Schedule 1 in respect of which an installment is due, Contractor shall issue invoices to MAA for the Fees that are then payable, together with a detailed breakdown of any expenses incurred in accordance with Section 5.4.

5.3 Expenses. MAA shall not be responsible for reimbursement of any of Contractor's expenses incurred in connection with provision of the Services unless Schedule 1 expressly provides for MAA's reimbursement of Contractor's expenses. In such case, MAA agrees to reimburse Contractor for all travel and out-of-pocket expenses incurred by Contractor and owed to third parties in connection with the performance of the Services. If Contractor submits expenses for reimbursement, Contractor must provide MAA with sufficient back up documentation as may be required to substantiate such expenses.

5.4 Invoices. Contractor shall issue invoices to MAA only in accordance with the terms of this Section 5, and MAA shall pay all properly invoiced amounts due to Contractor within thirty (30) days after MAA's receipt of such invoice. All payments hereunder shall be in US dollars and made by check, wire transfer, or electronic funds transfer. If MAA shall in good faith dispute any invoice or charge submitted by Contractor, the parties shall in good faith attempt to resolve such dispute informally as soon as practicable. Contractor acknowledges that payment for disputed invoices may be withheld until the dispute is successfully resolved, and such failure to pay disputed invoices which the parties in good faith are attempting to resolve shall not constitute a breach of this Agreement or provide a basis for the cessation of Services. All amounts not in dispute must be paid in accordance with the payment terms set forth in this Section 5 and Schedule 1. No payment by MAA of an invoice, and no failure by MAA to send a notice that an invoice is inaccurate, will waive MAA's right to dispute all or any portion of the invoice at a later time. Notwithstanding anything herein to the contrary, Contractor agrees that MAA shall neither accept nor pay any invoices for Services or reimbursement of expenses that were provided more than six (6) months prior to the date of the initial invoice unless agreed to otherwise in Schedule 1.

5.5 Taxes. Contractor 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 MAA hereunder; provided that, in no event shall Contractor pay or be responsible for any taxes imposed on, or with respect to, MAA's income, revenues, gross receipts, personnel, or real or personal property or other assets.

6. Independent Contractor. The relationship between the parties is that of independent contractors. Contractor is responsible for the compensation and supervision of its own employees used to perform the Services. Contractor reserves the right to determine the method, manner, and means by which the Services will be performed. MAA shall not provide any insurance coverage of any kind for the Contractor or Contractor Personnel. Contractor shall be solely responsible for the payment of all federal, state, and local taxes in connection with the payments by the MAA to Contractor hereunder. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or any other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to bind the other in any manner whatsoever.

7. Personal Service Agreement; No Assignment; No Subcontract. This Agreement is a personal services contract between Contractor and MAA. Contractor acknowledges and agrees that MAA is relying on Contractor to perform the Services described herein. The rights and obligations of Contractor under this Agreement cannot be assigned to any other person or entity without MAA's prior written consent, which MAA may withhold or grant in its sole discretion. Any attempted assignment without MAA's prior written consent shall be null and void and of no effect. Contractor will not utilize subcontractors to provide Services under the Agreement without the prior written approval of MAA.

8. Limitation of Liability.

8.1 IN NO EVENT WILL MAA BE LIABLE TO CONTRACTOR OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT MAA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2 IN NO EVENT WILL MAA'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO CONTRACTOR PURSUANT TO THIS AGREEMENT IN THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

9. Intellectual Property Rights: Ownership.

9.1 Definitions. As used herein, the following terms have the following meanings: "Deliverables" means all documents, work product, and other materials that are delivered to MAA hereunder or prepared by or on behalf of Contractor in the course of performing the Services. "Intellectual Property Rights" means all (a) patents, patent disclosures, and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (c) copyrights, copyrightable works (including computer programs), and rights in data and databases, (d) trade secrets, know-how, and other Confidential Information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world. "Pre-Existing Materials" means all documents, data, know-how, methodologies, software, and other materials, including computer programs, reports and specifications, provided by or used by Contractor in connection with performing the Services, in each case developed or acquired by Contractor prior to the commencement or independently of this Agreement. "MAA Materials" means any documents, data, know-how, methodologies, software, and other materials provided to Contractor by MAA, including computer programs, reports, and specifications.

9.2 Ownership. Except as set forth in Section 9.3 below, MAA is, and shall be, the sole and exclusive owner of all right, title, and interest in and to any Deliverables, including all Intellectual Property Rights therein. Contractor agrees, and will cause its Contractor Personnel to agree, that with respect to any Deliverables that may qualify as a "work made for hire" as defined in 17 U.S.C. §101, such Deliverables are hereby deemed a "work made for hire" for MAA. To the extent that any of the Deliverables do not constitute a "work made for hire", Contractor hereby irrevocably assigns, and shall cause the Contractor Personnel to irrevocably assign to MAA, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. The Contractor shall cause the Contractor Personnel to irrevocably waive, to the extent

permitted by applicable Law, any and all claims such Contractor Personnel may now or hereafter have in any jurisdiction to so-called “moral rights” or rights of droit moral with respect to the Deliverables. Upon the reasonable request of MAA, Contractor shall, and shall cause the Contractor Personnel to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist MAA to prosecute, register, perfect, or record its rights in or to any Deliverables.

9.3 Exception. Notwithstanding anything in Section 9.2 to the contrary, Contractor and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to the Pre-Existing Materials, including all Intellectual Property Rights therein. Contractor hereby grants MAA a license to use any Pre-Existing Materials solely to the extent reasonably required in connection with MAA's receipt or use of the Services and Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Contractor.

9.4 MAA Materials. MAA and its licensors are, and shall remain, the sole and exclusive owner of all right, title, and interest in and to the MAA Materials, including all Intellectual Property Rights therein. Contractor shall have no right or license to use any MAA Materials except solely during the Term of the Agreement to the extent necessary to provide the Services to MAA. All other rights in and to the MAA Materials are expressly reserved by MAA.

10. Miscellaneous.

10.1 Notices. All written notices required or otherwise provided hereunder will be sent by certified or registered mail (return receipt requested), reputable courier with shipment tracking capabilities, postage prepaid, facsimile, e-mail, or hand delivery to the address for each party appearing on the first page of this Agreement. All notices to MAA shall include a mandatory copy to: Maynard, Cooper & Gale, P.C., Attention: Alvin K. Hope II, 11 North Water Street, RSA Battle House Tower Suite 24290, Mobile, Alabama, 36602; Email: alhope@maynardcooper.com. Notices will be deemed to have been given when delivered.

10.2 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, 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 MAA, receive, on a pro-rata basis, a refund of any Fees paid to the Contractor in advance for the affected Services.

10.3 Non-Exclusivity. MAA shall have the right to acquire from, and Contractor retains

the right to perform for, the same or similar type of Services for third parties during the Term of this Agreement.

10.4 Immigration. MAA 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. Contractor shall not place any of its employees at a MAA worksite, nor shall Contractor 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 MAA without first verifying and ensuring their authorization to lawfully work in the United States. Contractor acknowledges, agrees, and warrants (a) that Contractor 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 Contractor has verified the identity and employment eligibility of all of its employees in compliance with applicable law, (c) that Contractor 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 Contractor's senior management, (d) that Contractor has implemented a policy to verify the validity of Social Security information provided by its employees at the time of hire by Contractor, (e) that Contractor 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 Contractor will promptly notify MAA 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 MAA premises should lose authorization to legally work in the United States.

10.5 Criminal Background Check. To the extent permitted by law, Contractor represents and warrants that it shall conduct background investigations of each of its employees, regardless of whether or not such employees will provide Services to MAA under this Agreement. Background investigations shall include, at a minimum, verification of prior employment (five to ten years where available) and criminal background checks to the extent permitted by law. Contractor will ensure that no person performing Services for MAA has been convicted of a felony.

10.6 Further Assurances. Each party shall perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

10.7 No Third-Party Beneficiaries. With the exception of the City of Mobile, Alabama, this Agreement shall not be construed to confer any rights or remedies upon any person not a party to this Agreement.

10.8 Waiver. Any waiver of any right or provision herein will not be effective unless in writing and signed by authorized representatives of both parties. The waiver or failure of either party to exercise any right provided herein will not be deemed a waiver of any further right under this Agreement.

10.9 Binding Effect. This Agreement will bind, benefit, and be enforceable by and against Contractor and MAA and, to the extent permitted hereby, their respective successors and assigns.

10.10 Applicable Law. This Agreement shall be interpreted, construed, and enforced according to the laws of the State of Alabama without reference to its choice of law principles. Any action to enforce this Agreement shall be instituted solely and exclusively in the Circuit Court of Mobile County, Alabama or in the United States District Court for the Southern District of Alabama.

10.11 Captions. The captions or headings in this Agreement are made for convenience and general reference only and shall not be construed to describe, define, or limit the scope or intent of the provisions of this Agreement.

10.12 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.

10.13 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.

10.14 Related Expenses. Each of the parties hereto shall pay such party's own fees, costs, and expenses incurred in connection with this Agreement, except those expenses incurred pursuant to Section 5.3 of the General Provisions, and the transactions contemplated hereby, including, but not limited to, the fees, costs, and expenses of its accountants and counsel.

10.15 Counterparts and Telecopy Execution. This Agreement may be executed and delivered by telecopy and in counterparts, each of which when executed and delivered shall be deemed an original, but all of which together shall be deemed one and the same agreement.

10.16 Entire Agreement. This Agreement, together with all Schedules and Exhibits, constitutes the entire agreement between the parties and supersedes any and all prior oral and written communications or agreements relating to the subject matter herein. Except as otherwise provided herein, this Agreement cannot be changed or modified except by written agreement signed by authorized representatives of both parties.

END OF GENERAL PROVISIONS

