



**Mobile Airport
Authority**



**Mobile Regional
Airport**



**Mobile Downtown
Airport**

REQUEST FOR PROPOSALS

Aircraft Rescue & Firefighting (ARFF) Service Agreement

August 15, 2019

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PART 1

General Information and Instructions

Part 1 provides General Information and Instructions for the Mobile Airport Authority's ARFF Services Agreement Request for Proposals (RFP) for the Mobile Regional Airport and Mobile Downtown Airport.

Overview

The Mobile Airport Authority (Authority) is the owner/operator of the Mobile Regional Airport and the Mobile Downtown Airport (Airports) located in Mobile, Alabama.

The Mobile Regional Airport (MOB) is a non-hub primary commercial service airport located in Mobile, Alabama with approximately 300,000 annual enplanements. Airlines serving MOB include American Airlines, Delta Airlines, and United Express with approximately 23 arrivals/departures daily to six (6) hubs. MOB' ARFF coverage is currently designated as an Index B. The ARFF station has three (3) bays, operations office areas, and living quarters including a fully equipped kitchen. The station is located on the west side of the airfield just south of the FAA Air Traffic Control Tower.

The Mobile Downtown Airport (BFM) is a non-hub primary commercial service airport which began commercial air service in May 2019 with Frontier Airlines providing service to Denver and Chicago three (3) days a week. During the months of May and June, 2019, Frontier had approximately 5,500 enplanements. The main airport tenants include the Airbus U.S. Final Assembly Line for the A220 and A320 series of aircraft and ST Engineering which is a large aircraft maintenance repair and overhaul (MRO) facility for single and wide body aircraft up to the B777. Other tenants include MAAS Aviation, a paint MRO, and FedEx. BFM's ARFF coverage is officially designated as an Index A but the Authority requires an Index B staffing level. The ARFF station is a two (2) bay facility with operations office areas and living quarters. The station is located mid-field adjacent to the FAA ATCT.

Section A

Request for Proposals (RFP)

I. Solicitation of Proposals

The Mobile Airport Authority (the “Authority”) is soliciting proposals from qualified parties to provide and manage Aircraft Rescue and Firefighting (ARFF) services at the Mobile Regional Airport and Mobile Downtown Airport.

The Authority’s staff will recommend to the Mobile Airport Authority President one operator based on an evaluation of the proposals received. The President may reject or approve the recommended operator and proposal. The President retains full and complete discretion to select any operator and/or proposal submitted, notwithstanding the recommendation of the Authority’s staff. The President further retains full and complete discretion to evaluate de novo the proposals submitted.

II. Minimum Qualifications

Proposer shall submit a proposal which clearly demonstrates that it meets the following Minimum Qualifications as outlined below:

Proposer must demonstrate at least five (5) years’ experience within the last ten (10) years providing Aircraft Rescue and Firefighting services meeting (FAR) Part 139 requirements at an Index B or higher airport. The Authority reserves the right to disqualify any Proposer who, during the past five (5) years, has had an agreement or contract canceled, or threatened to be canceled, by a public agency for cause including either failure to perform or involvement in illegal activity.

Proposer must demonstrate the ability to comply with all requirements of ARFF Services Agreement, including its attached exhibits.

The Proposer must clearly demonstrate that it meets the Minimum Qualifications as detailed above. Proposers that do not meet these Minimum Qualifications may not be subject to further evaluation.

III. Scope of Operation

Proposer must provide management services, equipment and personnel necessary to efficiently provide Aircraft Rescue and Firefighting services at the Mobile Regional Airport and Mobile Downtown Airport meeting FAR Part 139 Index B requirements at each airport on a 24-hour basis.

Proposer must provide services in a manner that fully complies with Federal Aviation Regulation (FAR) Part 139, and any other regulations that may be imposed on the Authority by the Federal Aviation Administration (FAA), or other federal or state agencies. Proposer must obtain all applicable local/state/federal permits required for the carrying out of the duties set forth in this specification.

The Proposer must provide non-transport, EMT level emergency medical services (EMS) at the Airport. Proposer must establish and maintain certification of EMT-level EMS service in accordance with Alabama Department of Public Health standards.

The Proposer is responsible for all costs associated with initial and recurrent training and for maintaining all required licenses and certification of employees (including wages).

The Proposer must provide employee's required uniforms (shirt, pants, jackets, badges, boots, turnout gear, etc.)

The Proposer must provide all daily departmental office supplies.

Proposer must provide a method in which the Authority is able to contact the ARFF Captain 24/7.

IV. Airport Provided Facilities and Equipment

The Authority will provide the following equipment and services for the performance of this contract:

Mobile Regional Airport:

- 2018 Oshkosh 1500 gallon Striker with 210 gallons AFFF and 450 lbs. Purple K
- 2013 Oshkosh 250 gallon F550 Stinger Command Truck with 30 gallons AFFF

Mobile Downtown Airport:

- 2010 Oshkosh 1500 gallon Striker with 200 gallons AFFF and 460 lbs. Halotron
- 2002 E-One 1585 gallon Pumper Truck with Snozzle with 205 gallons AFFF and 460 lbs. Halotron

Mobile Regional and Mobile Downtown Airports:

- Portable air-to-ground radios
- All firefighting agents
- Proximity suits and Self Contained Breathing Apparatus (SCBA)
- Fuel and maintenance for listed vehicles
- Maintenance for the ARFF buildings
- All utility costs for ARFF buildings

V. Employee Qualifications

The successful Proposer shall select honest, competent, and courteous personnel to be employed by the Proposer at the Airports. Proposer shall train, supervise and maintain proper surveillance over all its employees to ensure their integrity and the maintenance of an honest and high standard of service to the public, which standard will be determined at the sole discretion of the Authority's President. All personnel must be employees of the Proposer, who shall pay all salaries, Social Security taxes, federal and state unemployment insurance and any and all other taxes relating to such employees.

The successful Proposer shall follow its hiring process set forth in its proposal and shall perform reasonable employment screening. In addition, each employee must submit and successfully complete a security background check, conducted by the Authority, which includes a fingerprint-based criminal history records check. All associated costs are the responsibility of the Proposer.

The Proposer shall provide costs for staffing that includes a minimum of one person meeting the qualifications of Captain and two persons meeting the qualifications of Airport Firefighter to be on

duty at all times, 24 hours/day, seven days/week. Personnel must meet the minimum personnel qualifications for ARFF Captain, and Firefighter outlined in Appendix A.

The Proposer shall determine the total number of employees necessary to maintain the service required and to cover for illness, vacation, days off, etc. An additional one Fire Captain position, working Monday – Friday from 8am to 5pm, to be responsible for work conditions, will act as a liaison with the Authority Chief of Police, and prepare and complete any necessary documentation.

VI. Term of Agreement

It is the Authority’s intent to award one Agreement with an initial term of three (3) years with two (2) one-year options. The President shall have the unilateral right to exercise the options. In the event the Federal Aviation Administration modifies the requirements for ARFF services, the Contract may, at the Authority’s option, be modified accordingly with particular respect to the number of personnel and hours of service.

VII. Compensation

Contractor may invoice the Authority in equal monthly installments. Payment for services performed will be made within 30 days of the date of the invoice. Other than the base contract cost, there will be no compensation paid to the contractor for furnishing vehicles, uniforms, equipment or supplies.

VIII. Timeline for RFP Process

The table below describes the estimated timeline for this RFP process and for awarding the Agreement(s):

Event/Action	Date(s)
Authority Releases RFP	August 15, 2019
Questions Due	August 29, 2019 by 2:00 p.m. Local Time
Authority’s Written Response to Questions	September 5, 2019
Deadline for Submission of Proposals	September 19, 2019 by 2:00 p.m. Local Time
Potential Finalist Interviews	TBD
Agreement Execution by Authority	October 17, 2019
Commencement Date of Operations	January 1, 2020

IX. RFP Documents

RFP documents can be obtained from the Authority’s website at <http://www.mobairport.com>. If a Proposer is unable to access this site for a copy, an electronic copy can be provided via email at no charge by contacting Izzy Bonilla at (251) 438-7334 or Izzy@mobairport.com.

X. Due date, time and location

Proposals shall be delivered on the following date, time and location:

Date: **September 19, 2019**
 Time: **2:00 p.m. Local Time**
 Location: **Mobile Airport Authority**
1891 9th Street
Mobile, AL 36615

XI. Questions or Requests for Clarification

Proposers must submit any and all questions or requests for clarification by 2:00 p.m. Local Time on August 29, 2019, to Izzy Bonilla via e-mail at Izzy@mobairport.com and a confirmation will be sent notifying the sender that the questions have been received. Questions will be answered in addendum format.

XII. Right to cancel

The Authority reserves the right to cancel the award of the Agreement without liability to the Proposer(s) at any time before the Agreement has been fully executed by all parties and approved by the Authority Board.

Section B

Proposal Rules

I. Proposal Submittals

Each proposal shall be typed. The Proposer must:

- Submit one (1) clearly marked original and two (2) copies, along with one (1) digital copy of the proposal on a USB flash drive in a sealed envelope at the location and before the deadline stated on page 5.
- Indicate on the face of the envelope the following information:
 - Addressee: Mobile Airport Authority (see page 5 for complete address)
 - The words "ARFF Services Proposal"
 - The name and address of the Proposer submitting the proposal
- Include all the Proposal Items listed in Section C
- Use the forms required in Section C of Part 1 and forms provided in Part 2
- Cover all the items in the management plan instructions (page 14)

II. Proposal Submittal Rules

- A. The Authority reserves the right to award an Agreement on the basis of Proposals submitted or to negotiate with Proposer for modification of the successful Proposal. By submission of a Proposal, the Proposer agrees to be legally bound thereby if its Proposal is accepted by the Authority.
- B. The Authority shall not be obligated to respond to any Proposal submitted, nor shall it be legally bound in any manner whatsoever by the receipt of a Proposal.
- C. Any and all Agreements arising out of Proposals submitted hereunder (including any negotiations that follow) shall not be binding on the Authority, its officers, employees, or agents unless formally approved and duly executed by the Authority's President.
- D. Statistical information contained in these documents is for informational purposes only. The Authority is not responsible for any inaccuracies or interpretations of said data.
- E. The Authority reserves the right to extend or cancel the scheduled Proposal due date. Notice of such extension or cancellation shall be sent via an Addendum to this RFP and posted on the Authority's website.
- F. It is the Proposer's responsibility to deliver the proposal to the appointed place prior to the submittal due date and time. Late delivery of such proposal, regardless of reason, shall disqualify the Proposer.

III. Modification

Modification of a submitted proposal will be acceptable only if received in writing at the address listed on page 6 prior to the deadline for submitting proposals.

IV. Proposer's responsibility

The Proposer shall carefully examine the terms of the RFP and shall judge for himself/herself all of the circumstances and conditions affecting his/her proposal.

V. Right to reject

The Authority reserves the right to reject any or all proposals received.

VI. Addenda

Any clarifications or changes in the RFP requirements or Agreement will be made by written Addendum to this RFP. The Authority is not responsible for any explanation, clarification, interpretation or approval made or given in any manner except by written Addendum.

A copy of each Addendum, will be posted at www.mobairport.com. Any Addenda so issued are to be considered a part of this RFP document. Therefore, receipt of all Addenda issued during this RFP must be acknowledged on the *Administrative Items* form of the Proposal Support Documents (Part 2, page 12) and included with your Proposal.

Warning: The Authority, its officers, agents and employees will not be responsible for any oral instruction, modification or clarification and the Proposer shall not be entitled to rely upon such oral communications.

VII. Proposal withdrawal

No proposal may be withdrawn until the Agreement has been executed on behalf of both the successful Proposer and the Authority.

VIII. Collusion prohibited

More than one proposal for the Agreement from any individual, firm, partnership, corporation, or association, under the same or different names will not be considered.

IX. Corporate Proposers

Corporate Proposers must be authorized, and licensed as required, to do business in Alabama, or shall obtain such authorization, and license as required, prior to expiration of the time period for execution of the Agreement, if awarded the Agreement.

Section C

Items to be Included in Proposals

I. Purpose

The purpose of the items required for a complete proposal is to provide the Authority with evidence that the Proposer has the necessary qualifications and financial resources to fulfill the conditions of the Agreement. Each Proposer must submit the information stipulated below and for which forms and descriptions are contained in this RFP.

II. Proposal items

In order for a proposal to be considered complete, it must contain the following items, filled out in their entirety, as applicable:

A. All of Part 2, Section A - Proposal Support Documents

- i. Administrative Items (addenda received filled in)
- ii. Letter to Mobile Airport Authority President
- iii. Management Plan
- iv. Warranties
- v. Fee Schedule

B. Applicable Portions of Part 2, Section B – Business Organization

- i. In Section B, all Proposers are required to submit a completed *General Information* form, then fill out the remaining forms that pertain to the Proposer's type of business entity (*Example: If business entity is a corporation, fill out the General Information form and the Corporation Statement*).

C. All of Part 2, Section C – Qualifications Statement

- i. Business Experience
- ii. Financial Information
- iii. References – form and letter(s) from business references and Proposer's bank(s), at least one bank reference is required
- iv. Felony Convictions, if any

D. Additional Information (as desired)

- i. Information must be pertinent to the evaluation of the proposal and is limited to five (5) pages

** The Management Plan and any additional information submitted with the Proposal must include the Proposer's name, the date of Proposal and the words "ARFF Services Proposal" on each page of the document.*

III. Incomplete proposal

Failure to answer all questions completely and furnish all information required, as outlined above, may result in disqualification of the Proposer(s).

IV. Authority right to investigate

The Authority reserves the right to conduct a thorough investigation to verify the qualifications and financial resources of each Proposer.

PART 2

Proposal

I. Overview

Part 2 provides the proposal forms for responding to the Authority's ARFF Services Agreement Request for Proposal (RFP).

II. In this Part

Part 2 contains the forms to be submitted with each proposal. The forms are listed below

A. Section A

1. Proposal support documents
 - i. Administrative items
 - ii. Letter to the Authority President
 - iii. Warranties by Proposer
 - iv. Fee Proposal

B. Section B

1. Business Organization
 - i. General Information
 - ii. DBE Participation
 - iii. Partnership Statement
 - iv. Corporation Statement
 - v. Joint Venture Statement
 - vi. Association Statement

C. Section C

1. Qualification Statement
 - i. Business Experience
 - ii. Financial Information
 - iii. References
 - iv. Felony Convictions

Section A Proposal

Administrative Items

I. Affirmation

By signing the *Letter to the Mobile Airport Authority President* (page 13) and submitting a complete proposal (items listed on page 9), the Proposer gives the following assurances and information and covenants that the Proposer is fully qualified to provide the required ARFF Services at the Airports. The Proposer further affirms that the following submitted information is true and accurate and may be relied upon by the Authority in evaluating the proposal.

II. **Instructions** Each Proposer shall submit one (1) clearly marked original and two (2) copies, along with one (1) digital version of the proposal on a USB flash drive. Each proposal shall be sealed, clearly marked and contain all the items listed on page 9 of Part 1 Section C.

III. Receipt of addenda

Receipt is acknowledged of the following addenda (Proposer shall list all addenda received and include this page within its proposal):

1. _____
2. _____
3. _____
4. _____

IV. Right to negotiate

Proposer acknowledges that the Authority retains the right to negotiate any terms and/or conditions of the Agreement prior to execution of the Agreement by the President.

V. Required information

The Management Plan and any additional information submitted with the proposal which are not on the forms provided in Part 2 must include the following information on each page:

Proposer's name
Date of proposal
The words "ARFF Services Proposal"

Letter to the Mobile Airport Authority President

Date: _____

TO: Mobile Airport Authority President

SUBMITTED BY:

Proposer: _____

Company: _____

Address: _____

SUBJECT: PROPOSAL FOR AIRCRAFT RESCUE & FIREFIGHTING (ARFF) AGREEMENT AT MOBILE REGIONAL AIRPORT (MOB) AND MOBILE DOWNTOWN AIRPORT (BFM)

I, the undersigned, acknowledge that I have carefully read, examined and understand the RFP, the attached draft Agreement and the ARFF Services requested; guarantee our proposal meets or exceeds specifications contained in this RFP document; and warrant that if the proposal is accepted, we will contract with the Mobile Airport Authority in the form of an ARFF Services Agreement in the form attached and comply with the requirements of the RFP and the executed Agreement. Any exceptions are described in detail and all requested information has been submitted as requested.

I also affirm that I am duly authorized to execute the Agreement contemplated herein; that this company, corporation, firm, partnership, or individual has not prepared this proposal in collusion with any other Proposer and that the contents of this proposal including any terms or conditions of said proposal have not been communicated by the undersigned nor any employee or agent to any other Proposer or to any other person(s) engaged in this type of business prior to the official opening of the proposal.

Print Name

Print Title

Signature

Print Name

Print Title

Signature

Print Name

Print Title

Signature

(If the proposal is submitted by a corporation the Corporate seal must be affixed to this proposal.)

Seal

Management Plan

I. Instructions for Management Plan

In place of these pages, each Proposer shall submit with their proposal a separate Management Plan proposed to support the requirements of the *ARFF Services Agreement*.

Such Management Plan shall include, but is not limited to the following topics:

A. Staffing

1. Key Personnel Assignments/Responsibilities:
Include a one-page resume for each key personnel who would be assigned to provide services at the Airports as well as the Corporate Management Representative.
2. Employment standards:
Describe the organization's process for hiring employees.
3. Pay and Benefits:
Demonstrate that the pay and benefit structure will enable Proposer to attract and retain highly qualified employees.
4. Sample work schedule:
Detail the number of personnel and shift assignments required to service the contract and cover for vacation and sick time.

B. Operations Plan

1. Describe the Proposer's ARFF training Curriculum and Recordkeeping methodology
2. Describe the safety and training programs the organization has for its employees to ensure compliance with Part 139 Standards.
3. Provide copies of Incident and Report writing forms to be used by Proposer
4. Provide list of additional services for the Authority's consideration which shall be provided at no additional cost to enhance current services.

C. Personnel policies

1. Equal employment opportunity practices:
Describe the organization's efforts to have a work force that is ethnically and culturally representative of the local population.
2. Sexual harassment policy:
Describe the organization's policy for responding to instances of sexual harassment by members of its organization.

II. Information to include

Each page of the management plan shall also include the following:

Proposer's name

Date of proposal

The words "Management Plan" and "ARFF Services Proposal"

Warranties by Proposer

I. **Capability to perform**

Proposer has carefully read and fully understands the Agreement and has the capability to carry out all the responsibilities set forth therein.

II. **Qualifications statement**

The accompanying *Qualifications Statement* forms in Section C of this part have been completed to the best of Proposer's abilities.

III. **Authority's right to investigate**

By submission of this Proposal, Proposer acknowledges that the Authority has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the *Qualifications Statement*. Proposer authorizes the release of any and all information sought in such inquiry or investigation to the Authority.

IV. **Genuine proposal**

Proposer declares the following by the submission of this Proposal:

- A. The Proposal is not made in the business or financial interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation
- B. The Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal, and has not directly or indirectly colluded or agreed with any to submit a sham Proposal or to refrain from submitting a proposal
- C. The Proposer has not, directly or indirectly, divulged information or data relative to his/her Proposal to any other person, partnership, corporation or association, except to such person or persons that have a business or financial interest in the Proposer's general business.

Fee Proposal

Fee Proposal

As full compensation for the provision of ARFF services described in this solicitation, Contractor submits the following fee proposal shown below.

Agreement Year 1 (2020-2021) Annual Fee = \$ _____

Agreement Year 2 (2021-2022) Annual Fee = \$ _____

Agreement Year 3 (2022-2023) Annual Fee = \$ _____

Total (2020-2023) = \$ _____

Agreement Year 4 (2023-2024) Annual Fee = \$ _____

Agreement Year 5 (2024-2025) Annual Fee = \$ _____

Total (2020-2025) = \$ _____

Section B Business Organization

General Information

I. Instructions

For Section B, all Proposers are required to submit a completed *General Information* form and fill out the remaining forms that pertain to the Proposer's type of business entity (*Example: If business entity is a corporation, fill out the General Information form and the Corporation Statement*).

II. Business information

Fill in the following information **exactly** as it is to appear on the Agreement; if operating under a fictitious name, so indicate.

Name of Firm: _____

Business Purpose: _____

Address: _____

Phone Number: _____

FAX Number: _____

III. Form of business entity

Please check the box that describes your business entity.

Individual

Partnership

Association

Corporation

Joint Venture

Other

DBE Participation

Airport Concession Disadvantaged Business Enterprise (ACDBE) Program:

This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR part 23. The Concessionaire or contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR part 23.

The concessionaire or contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 40 CFR part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

Partnership Statement

Partnership information

If your business is operating as a partnership, please provide the following information.

Date of Organization: _____

Type of Partnership: _____ General _____ Limited

Business Purpose: _____

Is Partnership Agreement recorded: Yes No

Recorded: _____
Date Book Page County State

Has the Partnership done business in Alabama? Yes No

If so, when? _____

General Partners' information

Please provide the following information for each General Partner. (Attach additional pages, if necessary.)

General Partner's Name and Address	% of Ownership

Corporation Statement

Corporation information

If your business is operating as a corporation, please answer the following questions:

When incorporated? _____

Where incorporated? _____

Is the corporation authorized to do business in Alabama? Yes No

If yes, as of what date? _____

Is the corporation held: Publicly Privately

Director’s Information

Please supply the following information for each and every Director. (Attach additional pages if necessary.)

Director’s Name and Address	Principal Business Affiliation*

*Other than Proposer’s Directorship

Officer’s Information

Please supply the following information for each officer. (Attach additional pages if necessary.)

Officer’s Name	Position

Action Required

Please attach a certified copy of the relevant portion of the bylaws or resolution of the Board of Directors of the corporation showing the authority of the Officer signing the proposal to execute contracts on behalf of the corporation.

Joint Venture Statement

Joint venture information

If your business is operating as a joint venture, please provide the following information.

Is Joint Venture Agreement recorded? Yes No

Recorded: _____
Date Book Page County State

Purpose of Joint Venture: _____

Has Joint Venture done business in Alabama? Yes No

When? _____

Ownership information

Provide the name and address of each Joint Venturer and percentage of ownership of each. (Attach additional pages, if necessary.)

Joint Venturer's Name and Address	% of Ownership

Action Required

Please attach the document empowering the signatories to execute the proposal and bind the joint venture.

Association Statement

Association information

If the organization submitting the proposal is operating as an Association, please provide the following information.

Is Association registered with the State of Alabama? Yes No

Purpose of Association: _____

Has the Association done business in Alabama? Yes No

When? _____

Officer's information

Provide the name and address of each Officer. (Attach additional pages, if necessary.)

Officer's Name and Contact Information	Position Currently Held

Action Required

Please attach the document empowering the signatories to execute the proposal and bind the Association. Also include the Association bylaws, if applicable.

Section C

Qualifications Statement - Business Experience

ARFF experience

The Proposer has managed or operated ARFF services meeting FAR Part 139 Index at the following Index B or higher Airports:

Date: From _____ To _____

Location: _____

Contact Name and Phone number: _____

Date: From _____ To _____

Location: _____

Contact Name and Phone number: _____

Date: From _____ To _____

Location: _____

Contact Name and Phone number: _____

Date: From _____ To _____

Location: _____

Contact Name and Phone number: _____

(Use additional sheet for other locations not to exceed five (5) total locations)

Proposer's operating name

The Proposer has operated under its current name since _____
(years and months) and the Proposer (if such be the case) formerly operated under the name:

Business Experience

(Continued)

Proposer's unsuccessful operations

The Proposer has been unsuccessful in retaining its ARFF Service agreement at the following locations during the past five (5) years (list all sites where agreements have expired or been terminated, whether or not the Proposer sought a subsequent contract).

Current litigation

The Proposer is or is not currently involved in litigation. (If the answer is in the affirmative, please identify the business location and give such information as is required to explain the circumstances.)

Financial Information

Disclosure of financial information

In the event the Proposer requests that the Mobile Airport Authority receive and maintain any of the following financial information in confidence, the Proposer understands that the Authority has reservations as to whether any such information may be exempt from disclosure under the Alabama Open Records Act, Alabama Code §36-12-40.

The Proposer agrees that the Authority may make such disclosure or reproduction of such financial information as is deemed necessary or convenient by the Authority, its officers, agents, or employees, for the Authority's use in proposal evaluation and comparison; provided however, if any person makes a request as contemplated by the Open Records Act to review or be provided with copies of such financial information or any part thereof, and the Authority denies such requests, immediately upon notification thereof, the Proposer agrees to defend the Authority and its officers, agents, and employees against any action resulting from denial of such request and agrees to hold the Authority and its officers, agents and employees harmless from any costs, expenses and damages that may result.

If the Proposer fails to promptly provide such defense, the Authority, its officers, agents, and employees shall be free to grant such requests, and the Proposer shall be deemed to have waived any cause of action whether in law or in equity, that it may have against the Authority respecting such disclosure.

Hold harmless

The Proposer agrees it shall indemnify and hold harmless the Authority, its officers, agents, and employees from any and all claims, costs, liabilities, or damages, including attorney's fees and court costs resulting from the Authority's or Proposer's acts or omissions pursuant to its disclosure under the Alabama Open Records Act.

Submittal of financial statements

For the purpose of establishing a clear picture of the Proposer's financial capability and current fiscal operating position, the Proposer must provide evidence of financial capabilities to perform all phases of the services called for in the RFP.

Bond or surety cancelled or forfeited

The Proposer has has never had a bond or surety cancelled or forfeited. If the response is in the affirmative, state the following:

Name of Bonding Company: _____

Date cancelled: _____

Amount of Bond: _____

Reason for cancellation or forfeiture: _____

Financial Information

(Continued)

Bankruptcy

The Proposer has has never been adjudged a bankrupt (Chapter 7), or petitioned the court for relief under the Bankruptcy Code or Act for either business reorganization (Chapter 11) or the Wage Earner's Plan (Chapter 13). If the response is in the affirmative, state the following:

Date petition filed: _____

Case number and jurisdiction: _____

Amount of liabilities and debts: _____

Date of discharge or successful completion of reorganization or wage earner's plan:

Current status: _____

Unfavorable audit

The Proposer has has never received an unfavorable audit of its financial performance in conjunction with contractual agreements. Unfavorable here is defined as an error in payment equal to or in excess of three percent. If the response is affirmative, please state the following:

Name of Business: Location of business: _____

Date of audit: _____

Explanation of audit discrepancy:

References

Business references

The Proposer submits herewith the following list of persons or firms (at least two) with whom the Proposer has conducted financial transactions crucial to its business during the past two years and who may be contacted by the Authority. If firms are used, give the name of the department and/or person whom we may contact.

Proposers are to attach a letter of reference from each of the persons or firms listed below.

Business Reference #1

Name: _____

Title: _____

Firm/Department: _____

Address: _____

Phone: _____

Business Reference #2

Name: _____

Title: _____

Firm/Department: _____

Address: _____

Phone: _____

Business Reference #3

Name: _____

Title: _____

Firm/Department: _____

Address: _____

Phone: _____

Bank references

The Proposer herewith submits a letter from each of the following bank references indicating the Proposer's credit standing and the Proposer's ability to undertake the operation of the proposed Agreement.

*Important: At least **one** bank reference and letter shall be submitted.*

Bank Reference #1

Name: _____

Title: _____

Branch: _____

Address: _____

Phone: _____

Bank Reference #2

Name: _____

Title: _____

Branch: _____

Address: _____

Phone: _____

Bank Reference #3

Name: _____

Title: _____

Branch: _____

Address: _____

Phone: _____

Additional Terms

DISPOSITION OF PROPOSALS. All proposals submitted in response to the RFP become the property of the Authority and will not be returned.

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 proposers 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.

Appendix A

QUALIFICATIONS

Fire Captain

CERTIFICATIONS:

Firefighter I or higher, Fire Officer I or higher, Haz-Mat Operations Level or higher, Emergency Medical Technician, NIMS/ICS Management Certifications

EXPERIENCE:

Minimum of 5 years' experience in an airport, municipal and/or military emergency service.

EDUCATION:

Associates degree or equivalent professional experience acceptable to the President.

Firefighter

CERTIFICATIONS:

Firefighter I or higher, Emergency Medical Technician, NIMS/ICS Certifications

EXPERIENCE:

Minimum of 1 years' experience in an airport, municipal and/or military emergency service.

EDUCATION:

Associates degree or equivalent professional experience acceptable to the President.

Attachment 1

MOBILE AIRPORT AUTHORITY PROFESSIONAL SERVICES INSURANCE & INDEMNIFICATION REQUIREMENTS

Respondent agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as MAA's review or acceptance of insurance maintained by Respondent is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Respondent under this contract.

Insurance Requirements:

Prior to commencing work, the Consultant shall procure and maintain at Consultant's own cost and expense for the duration of the agreement the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Consultant, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in Consultant's proposal.

Certificates of Insurance

The SERVICE PROVIDER shall provide MOBILE AIRPORT AUTHORITY with valid certificates of insurance prior to commencement of work verifying said insurance requirements have been met. Attached to each certificate of insurance, shall be a copy of the Additional Insured Endorsement that is part of the SERVICE PROVIDER's Commercial General Liability Policy. Each certificate of insurance shall provide that the insurer must give the MOBILE AIRPORT AUTHORITY at least thirty (30) days' prior written notice of cancellation, non-renewal, or modification of the SERVICE PROVIDER's coverage thereunder. Not less than two (2) weeks prior to the expiration, cancellation or termination of any such policy, the SERVICE PROVIDER shall supply the MOBILE AIRPORT AUTHORITY with a new certificate of insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new endorsements shall be similarly endorsed in favor of MOBILE AIRPORT AUTHORITY and MOBILE AIRPORT AUTHORITY's parties as set forth above. Policies must be issued by companies with an A.M. Best rating of A-VII or better. All deductibles or Self-Insured Retentions for each policy shall not exceed \$10,000.00 without MOBILE AIRPORT AUTHORITY's prior written approval. The Description section of the certificate shall contain reference to the Project name. The SERVICE PROVIDER shall ensure that each subcontractor complies with the terms of this Section.

Workers' Compensation

Regardless of any "minimum requirements" of the State of Alabama, SERVICE PROVIDER shall obtain Workers' Compensation insurance covering all workers involved in the Project. Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy. SERVICE PROVIDER shall also obtain Employers Liability insurance with minimum limits of \$1,000,000 each accident, \$1,000,000 disease limits, and \$1,000,000 each employee.

Commercial General Liability

SERVICE PROVIDER shall obtain Commercial General Liability coverage with the following minimums:

- \$1,000,000 each occurrence (combined single limit for bodily injury and property damage)
- \$2,000,000 Products/Completed Operations aggregate

- \$1,000,000 Personal and Advertising Injury per person/organization
- \$2,000,000 general aggregate per project

Coverage shall include: (a) Contractual Liability, (b) Premises and Operations, (c) Products and Completed Operations, (d) Independent Contractors Coverage, (e) Personal and Advertising Injury and (f) Explosion, Collapse and Underground- XCU (when applicable). The AUTHORITY shall be included as an Additional Insured on this policy. **Waiver of Subrogation in favor of the Authority is required.**

Coverage shall be no less comprehensive and no more restrictive than the coverage provided by ISO standard Commercial General Liability Policy form ISO CG 0001 including standard exclusions or a non-ISO equivalent form.

Automobile Liability

SERVICE PROVIDER shall obtain a minimum of \$1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles. *(If the SERVICE PROVIDER does not own an automobile, but one is used in the execution of the contract, then only “hired and non-owned coverage” is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.)*

Additional Insureds

These liability policies shall endorse MOBILE AIRPORT AUTHORITY as an **Additional Insured**. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable. Should a separate excess and/or umbrella liability policy be used to satisfy the above required limits, said policy will also be endorsed to include the MOBILE AIRPORT AUTHORITY et al. as an additional insured. Additionally, SERVICE PROVIDER agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.

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 MOBILE AIRPORT AUTHORITY shall be excess only and shall not be called upon to contribute with this insurance.

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

Insurance Requirements for Subcontractors

SERVICE PROVIDER shall ensure that subcontractors of any tier shall procure and maintain insurance that complies with the requirements set forth above, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Copies of the certificate(s) must be provided prior to the subcontractors performing any work.

Professional Errors and Omissions

The SERVICE PROVIDER is required to maintain minimum limits of \$5,000,000 each claim and policy aggregate, an extended discovery period to apply for at least two (2) years after SERVICE PROVIDER’s work is accepted by MOBILE AIRPORT AUTHORITY and a deductible not to exceed \$10,000, for which SERVICE

PROVIDER will remain solely responsible for, shall apply. *OPTION-* If the SIR exceeds \$10,000 then MOBILE AIRPORT AUTHORITY shall have the right to review the CMAR's most recent Audited financial statement.

Commercial Umbrella

SERVICE PROVIDER shall obtain Umbrella Liability over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability, and Professional Error and Omissions policies. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella. The Umbrella limits shall be sufficient so that the sum of the underlying and Umbrella limits shall be at least \$5,000,000 per line of coverage.

Waiver of Subrogation in favor of the Authority is required.

Cancellation

Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be canceled, changed, allowed to lapse or allowed to expire for any reason until thirty days after the Owner has received written notice. ***Written notifications shall be sent to: Mobile Airport Authority, President, 1891 9th Street, Mobile, Alabama 36615***

Indemnity & Hold Harmless Agreement

SERVICE PROVIDER shall indemnify, defend and hold harmless MOBILE AIRPORT AUTHORITY and its affiliates, and all of 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 of this contract; provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (ii) is caused in whole or in part by any negligent act or omission of the SERVICE PROVIDER, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. SERVICE PROVIDER will not be liable hereunder to the extent that such liabilities or losses directly result from the sole negligence or willful misconduct of any Indemnitee. SERVICE PROVIDER shall, upon request, defend any suit asserting a claim covered by this indemnity.

Waiver of Subrogation

SERVICE PROVIDER shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, there this Waiver of Subrogation requirement shall not apply and SERVICE PROVIDER 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.

Subcontractors

Consultant / Contractor shall include each of its subcontractors as insureds under the policies of insurance required herein.

The service provider shall require that any of its agents, and subcontractors who perform work and/or services on behalf of the service provider purchase and maintain the types of insurance customary for the services being provided.

Occurrence vs. Claims-Made:

All policies must be written on an occurrence basis with exception of professional liability, which can be written on a claims-made basis. If the professional liability coverage is written on a claims-made basis, Consultant warrants that any retroactive date applicable to coverage under the policy precedes the Effective Date of this Agreement and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years following the expiration or termination of this Agreement.

Right to Revise or Reject:

MAA reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/ specifications affecting the applicability of coverage. Additionally, MAA reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due.

ATTACHMENT 2
Certification of Proposer's Insurance Agent Regarding Proposer's
Ability to Obtain Required Insurance Coverage

I hereby certify that my client, as identified below, will be able to meet all of the insurance requirements of Attachment 2, has been advised of any additional costs associated with doing so, and has agreed to obtain such coverages if selected as the successful proposer of the RFP to which my client has responded:

Legal Name of Proposer: _____

Insurance Agency:

Name: _____

Address: _____

Phone/FAX: _____

Agent/Broker: _____

(Print/Type)

Agent/Broker: _____

(Signature)

Signature Date: _____

State of _____

County of _____

I certify the foregoing instrument was acknowledged before me this ___ day of _____, 20__.

Signature of Notary Public

My Commission Expires _____