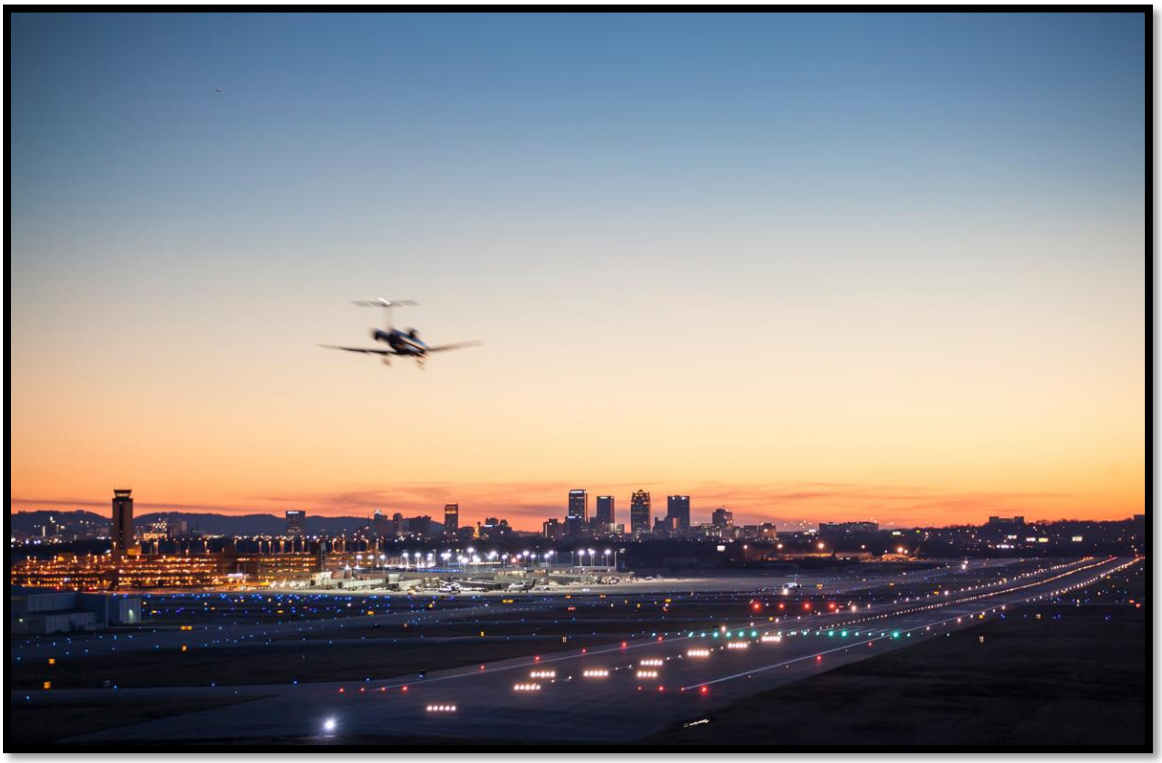
Request for Statements of Qualifications (RFQ)
For Auditing and Related Financial Auditing Services

BIRMINGHAM-SHUTTLESWORTH
INTERNATIONAL AIRPORT



Birmingham Airport Authority

Closing Date: December 18, 2026

I. Introduction

A. Project Description

The Birmingham Airport Authority (BAA or Authority) is accepting Statements of Qualifications ("Qualifications") from qualified and experienced certified public accounting firms to perform its annual audit and assist in the preparation of yearly audited financial statements, the Annual Comprehensive Financial Report, and related filings. BAA may at times request additional auditing and related financial advisory services.

The selected firm will provide independent auditing, financial review, compliance auditing, and other related services as requested by the Authority.

The Authority intends to select a firm that demonstrates substantial experience auditing airports, governmental entities, aviation-related businesses, and federally funded programs.

The resulting agreement is anticipated to have an initial term of three (3) years, with the option for two (2) one-year extensions, subject to satisfactory performance and approval by the Authority.

B. General Information:

The Authority is an independent authority of the City of Birmingham (the City) that was established in June 1986. Birmingham-Shuttlesworth International Airport (BHM or the Airport) is operated by the Authority pursuant to an 84-year lease which expires on September 15, 2070. The Authority is governed by a seven-member Board of Directors that are nominated by the Mayor of the City and appointed by the City Council to staggered six-year terms. The Board appoints a President and CEO who is responsible for managing the overall operation of the Airport.

The Airport is classified as a small hub by the FAA and had approximately 1,628,000 enplanements in fiscal year 2026. The Authority's fiscal year is July 1 through June 30.
The Airport is located four miles northeast of downtown Birmingham in Jefferson County, Alabama within the city of Birmingham. It occupies approximately 1,600 acres of land within the perimeter fence, of which approximately 75 acres have not been developed.

Terminal Facilities

The terminal complex is located within the open V of the Airport's two runways. The Terminal follows a semi-circular layout with a linear concourse (B) and two pier concourses (A and C). The Terminal consists of 425,000 square feet, of which approximately 36 percent has revenue-producing potential. The Terminal has 19 gate positions that are currently utilized by American, Breeze, Delta, Southwest, and United. The terminal also contains seven food and beverage and six retail locations.

Parking Facilities

Public parking is available in a seven-level garage located across the terminal access roadway from the Terminal. The garage offers daily, hourly and rental car ready return

parking via 5,354 parking spaces. There are 1,299 economy spaces and a 40-space cell phone lot located on Airline Drive near the Terminal.

Airfield Facilities

The runway system is comprised of two runways, 6/24 and 18/36, arranged in an open V configuration. Runway 6/24 is 12,000 feet long and 150 feet wide and equipped with instrument landing systems for arrivals. Runway 18/36 is 7,100 feet long and 150 feet wide. Runway 18 is a non-precision instrument approach runway that has an instrument landing system localizer as its only ground-based equipment. Runway 36 is a visual approach runway with no ground-based equipment.

Other Material Facilities

Kaiser Aircraft Industries, Inc. aircraft maintenance complex, comprised of 12 maintenance hangars with associated aircraft parking aprons and taxiways, leases approximately 185 acres on the southwest side of the Airport adjacent to the Messer-Airport Highway.

The Authority has two air cargo buildings. One contains approximately 44,000 square feet. The second cargo building, which was completed in 2024, contains 53,000 square feet. Both facilities are located just south of Runway 6/24.

Two fixed based operators, Atlantic Aviation and Million Air, serve general aviation and executive aircraft operators at the Airport at two locations on the airfield. There are presently 24 parcels being leased from the Authority for executive hangar facilities; these facilities are located east of runway 18/36 and north of runway 6/24.

The Alabama Air/Army National Guard operates on the north side of runway 6/24 from facilities occupying approximately 180 acres of land. In addition to the foregoing, there are various other facilities located at the Airport, including, among others, an Authority maintenance building, TSA offices and an FAA Air Traffic Control Tower.

C. Required Qualifications

The following qualifications are intended to ensure the proposer has the necessary experience and expertise to conduct the audit for the Board. The proposer shall:

A. Be a licensed CPA firm in good standing that holds a current permit to practice issued by the Alabama State Board of Public Accountancy (or whose individual licensees performing attest services qualify for practice privileges under Ala. Code § 34-1-7) and that is able to meet the Authority's insurance requirements.

B. Have, or will obtain prior to execution of the agreement, all necessary licenses and registrations to do business in the State of Alabama, including registration with the Alabama Secretary of State if the firm is a foreign entity. It is preferred, however not required, that the proposer have an office located within the Birmingham metropolitan area for the purpose of timely interactions with the Board and staff; office location will not be scored as an evaluation criterion. Firms not located in the local area will include separately stated expenses related to travel in their proposals.

C. Have a minimum of 10 years of demonstrated experience in conducting financial audits of governmental organizations, preferably commercial service airports, in compliance with applicable standards contained in Government Auditing Standards issued by the Comptroller General of the United States.

D. Have experience with federal grant compliance and FAA funded airport projects.

    1. Demonstrated in-depth knowledge and experience auditing under 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).
    2. Proven experience working with Federal Aviation Administration (FAA) grant programs, specifically the Airport Improvement Program (AIP) and Passenger Facility Charge (PFC) audit guide requirements.

E. Demonstrate that staff scheduled to perform the audit collectively possess:

    1. Knowledge of Generally Accepted Government Auditing Standards (GAGAS), Government Finance Officers Association (GFOA) Certification process, OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Circular and PFC Regulations (PFC 14 CFR Part 158) applicable to this audit and the education, skills and experience to apply such knowledge;
    2. General knowledge of the environment in which BHM operates, including the application of both federal and state laws and regulations applicable to airport authorities, municipalities, and airports.

F. Show verifiable experience working with governmental agencies, airports, or public boards with an annual budget greater than $50 million by providing:

    1. Three references from past governmental audits from entities with budgets greater than $50 million, including the agency's name, address and phone number along with a contact person's name and title.
    2. Copies of, or access to, prior audited financial statements and/or Annual Comprehensive Financial Reports (ACFR) of a similar nature to the Authority's.
    3. Indicate if staff has experience working with Workiva software.

G. Adequate professional liability insurance.

H. Have no conflicts of interest that would impair the firm's independence.

I. Not be disqualified under 2 CFR § 200.509(b) by reason of having prepared the Authority's indirect cost proposal or cost allocation plan.

D. Scope of Services

The selected Auditor shall provide auditing and related services as directed by the Authority. Services may include, but are not necessarily limited to, the following.

1. Annual Financial Audit

Perform an independent annual financial audit of the Authority in accordance with applicable professional auditing standards and governmental accounting requirements and express an opinion on the fair representation of its:

- Statements of Net Position;
- Statements of Net Revenues, Expenses, and Changes in Net Fund Position;
- Statements of Cash Flow;
- Statements of Fiduciary Net Position;
- Statements of Changes in Fiduciary Net Position, and
- Related Notes to the Financial Statements and Required Supplementary Information.

2. Federal and Grant Compliance Auditing

Perform independent financial audits of the Authority's federally funded airport programs and issue related opinions and reports on the following:

- Compliance and internal control over financial reporting based on the audit of the financial statements;
- Compliance for Each Major Program and Report on Internal Control over Compliance in Accordance with the Uniform Guidance;
- Schedule of Expenditures of Federal Awards;
- Compliance for Passenger Facility Charge Program and Report on Internal Control over Compliance in Accordance with the Passenger Facility Charge Program;
- Report on Passenger Facility Charge Revenues and Disbursements Schedules Required By The PFC Guide, and
- Opinion on the Authority's use of airport revenue, as required by FAA Airport Sponsor Assurance 25(b), as part of the annual Single Audit;
- Submission on the single audit reporting package to the Federal Audit Clearinghouse's Internet Data Entry System.

3. Annual Comprehensive Financial Report

Assist the Authority with the preparation of the ACFR, including the following:

- Educating the Authority on new GASB statements;
- Ensuring the ACFR is in compliance with the requirements for the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting (COA);
- Assistance in responding to the COA Detailed Listing of Comments and Suggestions for Improvement;

- Assist with the preparation, including reviews, of the individual sections of the ACFR;
- Submission of the ACFR to the Government Finance Officers Association in accordance with the December 31st deadline.

4. Special Audits and Agreed-Upon Procedures

The Authority may request additional services, including:

- Agreed-upon procedures;
- Special financial audits;
- Grant audits;
- Revenue audits;
- Cost allocation reviews;
- Internal control assessments;
- Lease and concession audits;
- Fraud investigations; and
- Other accounting or auditing services.

Additional services shall be authorized by the Authority and compensated in accordance with the negotiated agreement or approved fee schedule.

5. Audit Standards

All audits shall be performed in accordance with applicable professional standards, including, as appropriate:

- Generally Accepted Auditing Standards (GAAS);
- Government Auditing Standards (GAGAS/Yellow Book);
- Governmental Accounting Standards Board (GASB) standards;
- AICPA standards;
- Applicable FAA requirements;
- Applicable federal grant requirements;
- Applicable Single Audit requirements;
- Applicable Alabama laws and regulations; and
- Other standards applicable to the specific engagement.

The Auditor shall maintain all licenses and professional certifications required to perform the services.

6. Communication to Board of Directors

Auditor shall ensure that the Board of Directors is informed of the following:

- The Auditor's responsibility under generally accepted auditing standards;
- Significant accounting policies;
- Management judgments and accounting estimates;
- Significant audit adjustments;
- Other information in documents containing audited financial statements;
- Disagreements with management;

- Major issues discussed with management prior to retention;
- Difficulties encountered in performing the audit, and
- Evidence of fraud, misappropriation, theft, or other financial irregularities.

7. Schedule

- Selection of firm at Board Meeting: Feb. 16, 2027 (tentative)
- Engagement date and commencement of pre-audit and internal control work: March 1, 2027 (tentative)
- Fiscal Year End: June 30, 2027
- Field Work and Testing: August 1, 2027 (tentative)
- Final Audited Statements due: October 31, 2027 (tentative)
- Presentation to the Finance and Audit Committee and the Board: November 16, 2027 (tentative)
- Completion of ACFR and submission to GFOA (before December 31, 2027).

8. Independence

The selected Auditor shall maintain independence from the Authority and all entities being audited.

The Auditor shall disclose any actual or potential conflict of interest prior to beginning work and throughout the term of the agreement. The Authority reserves the right to reject a firm if it determines that a conflict of interest exists.

9. Project Team

The SOQ shall identify the proposed project team, including:

- Engagement partner;
- Audit manager;
- Lead auditor;
- Airport audit specialists;
- Governmental accounting specialists;
- Federal compliance specialists; and
- Other personnel proposed for the assignment.

The SOQ shall include qualifications and relevant experience for each key team member. The Authority reserves the right to approve or reject substitutions of key personnel during the contract term.

II. Special Conditions

As used in this RFQ and in the resulting agreement, the terms “Firm,” “Auditor,” “Contractor,” and “Consultant” each refer to the selected respondent.

i. **Indemnification:** Firm undertakes and agrees to indemnify and hold harmless BAA, and any and all its Board Members, officers and employees, from and against all suits

and causes of action, claims, losses, demands and reasonable expenses, including but not limited to, reasonable attorney's fees and reasonable costs of litigation, damage(s) or liability, including but not limited to death or injury, or for damage to, or destruction of, any property, arising by reasons of the performance of the contract to the extent caused by the negligent performance of the professional services under the contract on the part of the Contractor, or any of the Contractor's Subcontractors, employees, or anyone for whom the Contractor has obligated itself under the contract. THERE IS NO EXPECTATION OF ANY INDEMNIFICATION BEING PROVIDED TO CONTRACTOR BY THE BAA. Contractor is advised of the statutory immunity from tort claims applicable to BAA and its directors, which is contained in, *inter alia*, Ala. Code, 4-3-47(2), 4-3-50, and 23-1-383.

ii. **Insurance:** The selected Contractor shall procure, at its expense, and keep in full force and effect at all times during the term of the contract, the types and amounts of insurance specified herein and in Exhibit A attached hereto and made a part hereof, including professional liability (errors and omissions) insurance.

iii. **Confidentiality:** The Auditor shall maintain the confidentiality of all financial, operational, proprietary, tenant, concessionaire, employee, security-sensitive, and other nonpublic or confidential information obtained during the performance of the services, and shall handle any Sensitive Security Information, as defined in 49 CFR Part 1520, in accordance with that Part. The Auditor shall not disclose such information except as required by law, subpoena, court order, applicable professional standards, or a regulatory, peer review, or oversight authority, or as authorized in writing by the Authority. To the extent legally permissible, the Auditor shall give the Authority prompt written notice before disclosing information in response to a subpoena or court order, so that the Authority may seek a protective order or other remedy. To the extent legally permissible, the Auditor shall promptly notify the Authority of, and forward to the Authority, any request the Auditor receives for Authority records or information, including any request under the Alabama Open Records Act, Ala. Code § 36-12-40 et seq. The Auditor shall require its personnel and any approved subcontractors to comply with this Section, which shall survive the expiration or termination of the resulting agreement. Nothing in this RFQ or the resulting agreement limits the Authority's obligations under Alabama public records law or restricts the issuance, filing, submission, or publication of audit reports or other deliverables required by applicable professional standards or federal or state law.

iv. **Record and Audit Access:** The Auditor shall maintain complete records supporting services performed under the agreement. Records shall be made available to the Authority and other governmental entities having lawful authority to inspect such records. All records shall be retained for the period required by applicable law, regulation, grant requirements, and the Authority's contract. The Auditor must maintain an acceptable cost accounting system. The Auditor agrees to provide the Authority, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Auditor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcriptions. The Auditor agrees to maintain all books, records, and reports

required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

v. **FAA and Federal Requirements:** To the extent applicable to the services or funding source, the Auditor shall comply with all applicable federal requirements. Nothing in this RFQ shall be interpreted as requiring federal provisions for services or funding that are not subject to federal requirements; provided, however, that provisions of this RFQ that are modeled on federal requirements apply to the resulting agreement as contract terms whether or not federal funds are used, unless a provision is expressly conditioned on the use of federal funds.

Where federal funds are used to pay for the services, the Authority will incorporate applicable federal contract provisions into the resulting agreement.

vi. **Alabama Requirements:** The Auditor shall comply with all applicable laws and regulations of the State of Alabama and applicable local governmental requirements. The Auditor shall maintain all licenses, registrations, and professional credentials required to perform the services.

vii. **Immigration Compliance (E-Verify):** As a condition of award, the Auditor shall provide documentation that it is enrolled in the E-Verify program and shall participate in E-Verify during the performance of the resulting agreement, as required by Ala. Code § 31-13-9. The resulting agreement will include the following clause: "By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

viii. **Boycott Certifications:** The resulting agreement will include (a) a representation that the Auditor is not currently engaged in, and an agreement that it will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade, consistent with Ala. Code § 41-16-5; and (b) a written verification that the Auditor, without violating controlling law or regulation, does not and will not, during the term of the resulting agreement, engage in economic boycotts as defined in Ala. Code § 41-16-160, consistent with Ala. Code § 41-16-161.

ix. **Public Records:** Submittals are subject to the Alabama Open Records Act, Ala. Code § 36-12-40 et seq. Respondents should clearly mark any portion of a submittal they believe is exempt from disclosure as a trade secret or otherwise confidential and state the legal basis for the claimed exemption. The Authority will determine whether disclosure is required under applicable law and shall have no liability for any

disclosure made in good faith. Respondents may not mark an entire submittal as confidential.

x. **Ethics and Conflicts of Interest:** Respondents shall comply with the Alabama Ethics Act, Ala. Code § 36-25-1 et seq. Each respondent shall disclose in its SOQ any financial or business relationship between the firm (or any of its owners, principals, or proposed team members) and any member of the Authority's Board of Directors, officer, or employee, or any member of their households. Respondents shall not offer or give any gift, gratuity, or thing of value to any Authority Board member, officer, or employee in connection with this solicitation.

xi. **Governing Law; Venue; No Waiver of Immunity:** This RFQ and the resulting agreement shall be governed by the laws of the State of Alabama. Venue for any action arising out of this RFQ or the resulting agreement shall lie exclusively in the state courts located in Jefferson County, Alabama. Nothing in this RFQ or the resulting agreement shall be construed as a waiver of any immunity, defense, or limitation of liability available to the Authority, its Board members, officers, or employees under Alabama law.

III. Submittal Requirements

A. Selection Process

This procurement will be conducted as a competitive proposal process in accordance with the Authority's written procurement procedures and, to the extent applicable, the procurement and auditor-selection requirements of 2 CFR §§ 200.317 through 200.327 and 2 CFR § 200.509. This RFQ is publicly advertised, and all evaluation factors are identified in Section III.E; the evaluation factors are not ranked or assigned weights. Consistent with 2 CFR § 200.509, price will be one of the factors considered in evaluating submittals, together with responsiveness, relevant experience, availability of qualified staff, and the results of peer and external quality control reviews. Submittals will be evaluated by an evaluation committee under the Authority's written evaluation procedures, and no committee member with a real or apparent conflict of interest will participate in the evaluation, selection, or award.

Alabama Competitive Bid Law: The services sought by this RFQ are professional services of certified public accountants. The Authority is an airport authority exempt from the laws relating to the advertising and award of purchase contracts under Ala. Code § 4-3-60, contracts for the services of certified public accountants and public accountants are hexempt from competitive bidding under Ala. Code § 41-16-51(a)(3), and contracts involving professional services are not subject to the bidding procedures of Ala. Code § 41-16-54. The Authority is therefore not required to award the resulting agreement by sealed bid to the lowest responsible bidder, and it is issuing this RFQ voluntarily and to satisfy the federal requirements described above. Nothing in this RFQ waives these exemptions or subjects the Authority to Article 3 of Chapter 16 of Title 41 of the Code of Alabama.

A Statement of Qualifications (SOQ) and Project Proposal will be solicited from all interested firms. The SOQ will allow the firm an opportunity to provide data relating to

its experience and qualifications as it relates to the proposed project. The Project Proposal will include information to illustrate the firm's understanding of the engagement, approach, and project management / communication plan

Firms may be interviewed. However, BAA reserves the right to make a selection based solely upon the written submittals if sufficient information is included in the SOQ and Project Proposal. In either case, BAA will rank the firms based on its evaluation of the submittals under the criteria listed in Section III.E, including price, and will negotiate with the highest-ranked firm.

B. Statement of Qualifications and Project Proposal

Please submit five (5) hard copies and one (1) electronic copy (via USB Flash Drive) of your SOQ and Project Proposal submittal to the address below.

Contact: Ed Seoane, Vice President of Purchasing

E-mail: eseoane@flybhm.com

Address: Birmingham Airport Authority
5900 Messer Airport Highway
Birmingham, AL 35212

All questions associated with this RFQ must be submitted in writing via e-mail to Ed Seoane at eseoane@flybhm.com by the deadline identified for questions/clarifications (see timeline). Questions related to the RFQ directed to any other BAA personnel may be grounds for disqualification.

Cone of Silence: From the date this RFQ is issued until the Authority's Board of Directors approves an award or the RFQ is cancelled, a cone of silence is in effect. During this period, respondents and anyone acting on their behalf (including owners, principals, employees, proposed team members, subconsultants, agents, and lobbyists) shall not communicate, orally or in writing, regarding this RFQ with any Authority Board member, officer, employee, evaluation committee member, or consultant, other than the Vice President of Purchasing identified above. All communications concerning this RFQ must be directed in writing to the Vice President of Purchasing. This restriction does not apply to communications during a pre-submittal conference, interview, or presentation scheduled by the Authority, to written protests submitted under this RFQ, or to communications with the Authority on matters unrelated to this RFQ. Any violation of the cone of silence may be grounds for disqualification of the respondent.

C. Certification

By submitting an SOQ, the respondent certifies that:

1. The information provided is true and accurate;

2. The firm is authorized to conduct business in the State of Alabama;

3. The firm possesses the qualifications necessary to perform the services;

4. The firm has disclosed all known conflicts of interest;

5. The firm and the personnel who will perform the services are independent of the Authority and its Board of Directors, as defined by Government Auditing Standards and generally accepted auditing standards;

6. The firm will maintain required professional licenses;

7. The firm will comply with applicable federal, state, and local laws;

8. The firm understands that submission of an SOQ does not guarantee an award;

9. The firm is enrolled in the E-Verify program and will provide documentation of enrollment upon request;

10. The firm will execute the boycott representations and verifications described in Section II of this RFQ;

11. Neither the firm nor its principals are debarred, suspended, or otherwise excluded from federal or state contracting;

12. The SOQ was prepared independently, without collusion, consultation, or agreement with any other respondent;

13. No fee, commission, gift, or other thing of value has been paid or agreed to be paid to any Board member, officer, employee, agent, or current consultant of the Authority in order to obtain the resulting agreement;

14. The firm has identified in its SOQ each portion it claims is a trade secret or otherwise exempt from public disclosure, as described in Section II of this RFQ, or has stated that no portion of the SOQ is so marked; and

15. The firm has acknowledged all addenda issued for this RFQ.

D. Statement of Qualifications Section Requirements

The SOQ portion of the submittal must include the following sections:

i. **Firm Qualifications**

Provide:

- Firm history;
- Ownership structure;
- Office location;
- Years in business;
- Number of professional employees;
- CPA credentials;
- Relevant certifications;
- Governmental auditing experience; and
- Airport auditing experience.

ii. **Relevant Experience**

Provide at least three (3) relevant projects completed within the past five years.

For each project, provide:

- Client name;
- Airport/agency name;
- Project description;
- Services performed;
- Contract value;
- Dates of service;
- Project manager; and
- Client reference information.

iii. **Project Team:**
Identify the proposal team and provide resumes for key personnel

iv. **Technical Approach**:
Describe the firm's approach to:

- Annual financial audits;
- Airport revenue audits;
- Federal compliance;
- Internal controls;
- Fraud prevention;
- Communication with management; and
- Reporting of findings.

v. **Quality Control:**
Describe the firm's internal quality-control procedures and peer-review process. Provide a copy of the firm's most recent external peer review report (including any letter of comments and the firm's response) and the results of any external quality control reviews performed within the past three years.

vi. **References:**
Provide at least three references for comparable governmental or airport clients.

vii. **Availability:**
Describe the firm's ability to respond to urgent or special audit requests.

viii. **Fee Proposal:**

- Annual audit fee. The fee shall include the costs to perform Federal and Grant compliance audits (PFCs and Single Audit), and assistance with ACFR.
- Hourly rates by classification;
- Special audit rates;
- Travel expenses;
- Reimbursable expenses; and
- Optional services.

E. Statement of Qualifications and Project Proposal Evaluation Criteria

SOQs and Project Proposals will be evaluated on the six criteria listed below. The criteria are not listed in order of importance, and no criterion will be ranked or assigned a weight.

Selection Criterion

1. Firm Experience and Qualifications
2. Airport/Governmental Auditing Experience
3. Qualifications and Experience of Project Team
4. Technical Approach and Understanding of Scope
5. References and Past Performance, including peer review results
6. Cost/Fee Proposal

No factors other than those listed above will be used in the evaluation. Any award will be made to the responsible firm whose submittal is determined to be most advantageous to the Authority, price and other factors considered.

F. Interview

The Authority may invite selected firms to participate in interviews or presentations.

The Authority may request clarification of the SOQ, proposed approach, personnel, fees, or other information before making a final decision.

G. Tentative RFQ Timeline

All deadlines are by 2:00 P.M. Central Time on each respective date. Late submittals will not be accepted and immediately returned unopened. There will be no deadline extensions in the event of inclement weather delays.

RFQ Posted	November 16, 2026
Deadline for SOQ Questions/Clarifications 2:00 PM	November 30, 2026
SOQ Deadline 2:00 PM	December 18, 2026
Notification of Intent to Award	January/February
Target Award Date	February 2027

IV. Civil Rights Assurances & Federal Aviation Administration Required Provisions

NONDISCRIMINATION REQUIREMENTS

Title VI Solicitation Notice: The Birmingham 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), 28 CFR § 50.3, and 49 CFR Part 21, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on

the grounds of the owner's race, color, national origin, sex, creed, age, or disability in consideration for an award.

A. **Civil Rights – General**. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

   This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

B. **Civil Rights – Title VI Assurances – Compliance with Nondiscrimination Requirements.** During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

   1. **Compliance with Regulations**: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

   2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.

   3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

   4. **Information and Reports**: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the BAA or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the BAA or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

   5. **Sanctions for Noncompliance**: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the BAA will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

(a) Withholding payments to the Contractor under the contract until the Contractor complies; and/or

(b) Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions**: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the BAA or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the BAA to enter into any litigation to protect the interests of the BAA. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

1. **Title VI of the Civil Rights Act of 1964** (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

2. **49 CFR Part 21** (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;

3. **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. **Section 504 of the Rehabilitation Act of 1973** (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

5. **The Age Discrimination Act of 1975**, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);

6. **Airport and Airway Improvement Act of 1982** (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7. **The Civil Rights Restoration Act of 1987** (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. **Titles II and III of the Americans with Disabilities Act of 1990** (42 U.S.C. § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing

entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;

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

D. **Federal Fair Labor Standards Act (Federal Minimum Wage).** All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

E. **Occupational Safety and Health Act of 1970**. All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910).

F. **Breach of Contract Terms**: Any violation or breach of terms of the resulting agreement on the part of the Auditor or its subcontractors may result in the suspension or termination of the resulting agreement or such other action that may be necessary to enforce the rights of the parties to the resulting agreement. The Authority will provide the Auditor written notice that describes the nature of the breach and corrective actions the Auditor must undertake in order to avoid termination of the resulting agreement. The Authority reserves the right to withhold payments to the Auditor until such time the Auditor corrects the breach or the Authority elects to terminate the resulting agreement. The Authority's notice will identify a specific date by which the Auditor must correct the breach. The Authority may proceed with termination of the resulting agreement if the Auditor fails to correct the breach by the deadline indicated in the Authority's notice. The duties and obligations imposed by the resulting agreement and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

G. **Termination for Cause and for Convenience**: The Authority may terminate the resulting agreement, in whole or in part, for cause if the Auditor fails to correct a breach as provided in the Breach of Contract Terms provision above. The Authority may also terminate the resulting agreement, in whole or in part, for its convenience upon thirty (30) days' written notice to the Auditor. Upon receipt of a notice of termination, the Auditor shall stop work as directed, and the Authority shall pay the Auditor for services satisfactorily performed and reimbursable expenses properly incurred through the effective date of termination, in accordance with the resulting agreement. The Auditor shall not be entitled to anticipated profits on unperformed services. Upon termination, the Auditor shall deliver to the Authority all completed and partially completed deliverables, subject to the Auditor's obligations to retain audit documentation under applicable professional standards and 2 CFR § 200.517.

H. **Retention of and Access to Audit Documentation**: The Auditor shall retain audit documentation and reports for at least three years after the date the Auditor's reports are issued to the Authority, or longer if notified in writing by a cognizant agency for audit, oversight agency for audit, or pass-through entity, and shall make audit documentation available upon request to the cognizant or oversight agency for audit or its designee, federal agencies, pass-through entities, and the U.S. Government Accountability Office as required by 2 CFR § 200.517.

I. **Debarment and Suspension:** By submitting an SOQ, the respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency (2 CFR Part 180 and 2 CFR Part 1200) or by the State of Alabama. The respondent shall promptly notify the Authority if this certification becomes inaccurate.

J. **Lower Tier Contracts Regarding Debarment:** The selected Auditor, before entering into any subcontract under the resulting agreement that exceeds $25,000, must confirm that the subcontractor is not presently suspended, debarred, or otherwise excluded by any federal department or agency or by the State of Alabama. The Auditor will accomplish this by: (1) checking the System for Award Management at website: https://www.sam.gov; (2) collecting a certification statement similar to the certification of the respondent regarding debarment, above; and (3) inserting a clause or condition in the subcontract requiring the same certification. Before award, the Authority will verify in the System for Award Management that the selected respondent is not suspended, debarred, or excluded.

K. **Small Business Participation:** The Authority encourages participation by small businesses, including small business prime consultants and, where subcontracting is proposed, small business subconsultants, and will take the applicable steps described in 2 C.F.R. § 200.321. No Disadvantaged Business Enterprise (DBE) contract goal is established for this RFQ. DBE status or participation will not be evaluated, scored, or counted toward any DBE goal in the selection or award, consistent with 49 C.F.R. §§ 26.51(h) and 26.55(i), unless and until the Alabama Unified Certification Program has completed the reevaluation process described in 49 C.F.R. § 26.111 and applicable law permits such goal-setting or counting. The requirements of 49 CFR Part 26 including any amendments thereto apply to this contract to the extent applicable. It is the policy of the Birmingham Airport Authority to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Authority encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

V. Additional Information

The Birmingham Airport Authority reserves the right to accept or reject any or all proposals; to waive any informality or technicality; to request additional information or clarification; to negotiate with one or more respondents; to cancel this RFQ in whole or in part; to award all, part, or none of the services; or re-advertise for proposals for the benefit of the BAA. Any proposal that is submitted incomplete, obscure, or contains errors or discrepancies may be cause for rejection. If the Authority cannot negotiate a satisfactory agreement with the highest-ranked firm, it may terminate negotiations and proceed to the next-ranked firm.

BAA is not liable for any cost incurred by the Auditor for the preparation of the SOQ / Project Proposal submittal, or, if deemed necessary, interview.

Submittal Validity: Each SOQ, including the fee proposal, shall remain valid and may not be withdrawn for one hundred eighty (180) days after the SOQ deadline.

Addenda: Any interpretation, correction, or change to this RFQ will be made only by written addendum issued by the Authority and posted in the same manner as this RFQ. Oral statements by Authority personnel are not binding. Respondents must acknowledge receipt of all addenda in their SOQ.

Protests: Any protest concerning the selection must be submitted in writing to the Vice President of Purchasing, at the address to which SOQs are delivered, within seven (7) calendar days after the date of the Authority's written notice of intent to award. If the seventh calendar day falls on a Saturday, Sunday, or Authority holiday, the deadline will extend to the next business day. The protest must state the specific grounds for protest, all relevant facts, the relief requested, and all information establishing that the protest is timely. Any objection based on a patent defect, ambiguity, or term of this RFQ that is apparent before the question deadline must be submitted through the question process by the question deadline or is waived. A respondent whose SOQ is late or materially incomplete is not eligible for award and may not protest the merits of the selection, except to the extent the protest asserts that the Authority's late or incomplete determination resulted from Authority error or was applied unequally. Each protester is responsible for its own costs of preparing, filing, and pursuing a protest, and such costs are not reimbursable by the Authority. Protests will be resolved in accordance with the Authority's procurement policies. A respondent that does not submit a timely protest waives its right, for Authority administrative purposes, to dispute the award or the RFQ process, except that the Authority may take corrective action at any time when necessary to protect the integrity of the procurement, comply with applicable law or funding requirements, or address fraud, conflict of interest, collusion, or other material procurement irregularity.

Resulting Agreement: The selected firm will be required to execute the Authority's form of professional services agreement, which will incorporate this RFQ and the firm's submittal. Any engagement letter or firm terms that conflict with the Authority's agreement shall not apply unless expressly approved in writing by the Authority. Award, the initial term, and any extensions are subject to approval by the Authority's Board of Directors and to applicable law. All submittals become the property of the Authority.

Exhibit A

Insurance Requirements

General Requirements: All insurance shall be written by companies lawfully authorized to do business in Alabama with an A.M. Best rating of A-, VIII or better; shall be primary and non-contributory; shall include a waiver of subrogation in favor of the Authority; and shall provide the Authority at least thirty (30) days' prior written notice of cancellation or material modification. Each policy, other than workers' compensation and professional liability, shall name as additional insureds the Birmingham Airport Authority, the City of Birmingham, Alabama, and their respective directors, council members, officers, agents, and employees. If any coverage is written on a claims-made basis, the Firm shall maintain that coverage, or purchase extended reporting (tail) coverage, for the period stated below after completion of the services. Certificates of insurance acceptable to the Authority shall be delivered before services begin and upon each renewal.

COMPANY PROVIDED INSURANCE FOR NON-AIRSIDE PROJECT COVERAGE

Type of Coverage	**Minimum Limits**
Worker's Compensation	Statutory
Employee's Liability	$1,000,000 Each Accident $1,000,000 Disease – Policy Limit $1,000,000 per Employee
Requirements:	1. Voluntary Compensation Endorsement 2. Waiver of Subrogation
General Liability	$1,000,000 Each occurrence $2,000,000 General Aggregate $2,000,000 Completed Operations/Products Aggregate $2,000,000 Personal Injury $5,000 Medical Payments
Requirements:	1. XCU Perils Coverage 2. Completed Operations Extended 3 Years 3. Broad Form Property Damage 4. Fellow Employee Coverage 5. Primary & Non-Contributory 6. Waiver of Subrogation 7. 30 Days Notice of Cancellation to Certificate Holder 8. CG2010 and CG2037 Endorsements 9. Contractual Liability applicable to Company's indemnification obligations
Business Automobile	$2,000,000 per occurrence combined limit for bodily injury liability and property damage

Requirements:

1. Covers owned, non-owned and hired autos
2. Primary & Non-Contributory
3. Waiver of Subrogation
4. 30 Days Notice of Cancellation to Certificate Holder

Umbrella	$5,000,000
Professional Errors & Omissions:	$1,000,000 Each occurrence $3,000,000 Genereal Aggregate
Information Security/ Cyber Insurance:	$3,000,000 per claim $3,000,000 General Aggregate

Requirements:

1. Covers owned, non-owned and hired autos
2. Primary & Non-Contributory
3. Waiver of Subrogation
4. 30 Days Notice of Cancellation to Certificate Holder