

Request for Proposal (RFP)

Valet Parking Concession

Agreement

**BIRMINGHAM-SHUTTLESWORTH
INTERNATIONAL AIRPORT**



Birmingham Airport Authority
Date: March 20, 2025

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Invitation to Submit Proposals

Sealed proposals shall be received at the Administrative Offices of the Birmingham Airport Authority (the “Authority”), located at 5900 Messer Airport Highway, Birmingham, AL 35212, until and not later than 2:00 p.m., local time, on April 23, 2025 for the following:

VALET CONCESSION AGREEMENT AT BIRMINGHAM-SHUTTLESWORTH INTERNATIONAL AIRPORT

The Authority is inviting proposals from qualified, responsible and financially sound proposers (“Proposers”) with a national or regional banking affiliation for the non-exclusive right and privilege, with certain exceptions, to operate a Valet Parking Concession at the Birmingham-Shuttlesworth International Airport (the “Airport” or “BHM”) all for a term of five (5) years, all as set forth in the Proposal Documents referred to below.

The Proposal Documents may be obtained at the Office of the Vice President of Purchasing at the above address for the Administrative Offices of the Authority, between the hours of 8:00 a.m. and 4:30 p.m. Monday through Friday, or by emailing a request to eseone@flybhm.com or at the Authority’s website at <https://www.flybirmingham.com/request-for-bid/>.

The Authority reserves the right, to the extent the Authority deems necessary or desirable in its sole judgment, to waive any informality or irregularity in any Proposal, to negotiate for the modification of any Proposal, to accept that Proposal which, in the Authority’s sole judgment, is deemed the most desirable and advantageous to the Authority even if such Proposal does not offer the highest monetary return to the Authority, to reject any and all Proposals, or to re-advertise for Proposals.

The Authority will conduct a non-mandatory Pre-Proposal Conference beginning at 2:00 PM local time, on April 16, 2025 for the purpose of reviewing the Proposal Documents, entertaining questions from potential Proposers and viewing the Premises. The Pre-Proposal Conference will be held at the Administrative Offices of the Authority, 5900 Messer Airport Highway, Birmingham, AL 35212. All prospective Proposers are invited and encouraged to attend this conference.

All prospective Proposers are requested to contact Ed Seone, Vice President of Purchasing, with all oral questions and/or requests for information pertaining to the Proposal Documents.

The Authority has a No Contact Policy which prohibits communication or contact by Proposer(s) or its representative(s) directed at members of the Authority’s Board, its employees, its consultants, or its other representatives concerning the subject of the Proposal Documents except as permitted by the Proposal Documents.

I. Introduction

The Birmingham-Shuttlesworth International Airport (the “Airport” or “BHM”) is a small-hub Airport managed and operated by the Birmingham Airport Authority (the “Authority”). Located in Jefferson County, Alabama, BHM serving the greater Birmingham area and surrounding Southeastern cities. BHM presently ranks in the country’s top 100 airports for passengers served annually and is served by five airlines offering 22 nonstop destinations to 19 cities. While passenger volume exhibits peaks and valleys throughout the year, it is relatively constant. Over 90% of passengers either begin or end their journey at BHM and are therefore potential parking customers.

The Airport currently offers approximately 5,597 public parking spaces located in three (3) facilities known as the Parking Garage, Economy Parking Complex, and Overflow Lots (“Airport Parking Facilities”). The Airport offers a series of products consisting of daily, hourly, economy and valet parking for the public within the Airport Parking Facilities. In addition to public parking, the Airport allocates the first level of the Parking Garage to rental car ready/return operations. Parking and Valet are major revenue drivers for the Airport, consisting of more than 30% of annual Airport revenues.

Parking Product	Current Parking Spaces Available	Current Rates	Current Details
Daily Parking	4,425	\$12/day \$1/hour up to the daily max	Located on the levels 2, 3, 4, 5, 6, and 7 of the Parking Garage
Hourly Parking	253	\$24/day, \$1/hour up to hourly max	Located in a portion of level 3 of the Parking Garage
Economy Parking	919	\$10/day, \$1/hour up to the daily max.	Located in an area adjacent to the Parking Garage. Economy Parking is a shuttle parking lot.
Overflow Parking	380	\$10 one-time fee	Located adjacent to economy lot, only open during capacity constraints
Valet Storage	315 <u>current</u> spaces	\$19.95/day \$14.95 for a partial day (up to 4 hours), plus \$1 for each additional hour up to the daily max.	Curbside valet service located on the upper level. Vehicle storage located in a portion of Parking Garage level 3.

The Valet Staging Area on the upper-level terminal curb is equipped with a 72 square foot office with a 25 square foot outdoor kiosk. The current valet operator utilizes 315 parking spaces for valet storage located at a portion of level 3 of the Parking Garage and does not offer any additional services. The Proposer will utilize the existing Valet Staging Area as well as an area located adjacent to the Economy Parking Complex for valet storage. These areas are identified on Exhibit A of this RFP.

II. **RFP Timeline**

The time for all submittals is 2:00 P.M. Central Time on each respective date.

RFP Issued	March 20, 2025
Pre-Proposal Conference	April 16, 2025
Deadline for Submission of Questions	April 22, 2025
Deadline for Responses of Questions	April 22, 2025
Deadline for Proposal Submission	April 25, 2025
Recommendations / Agreement Approval Date	June 10, 2025

III. **Proposal Opportunity**

A. **Concession Opportunity**

The Authority is requesting proposals from qualified, responsible and financially sound Proposers to operate, a valet concession at the Airport. The Proposer shall provide valet services for the public parking operations at the Airport in accordance with the requirements of this RFP and the Valet Concession Agreement. The Authority shall make available a Valet Staging Area, an Office and Kiosk and a Valet Storage Area. These areas are collectively referred to as the Premises. Proposers will be responsible for the operation and maintenance of certain areas of the Premises.

Exhibit A includes the locations available for the opportunity. **Exhibit B** includes historical valet sales and transactions generated at the Airport and Airport passenger statistics. **Exhibit C** includes the proposal forms for the proposal submission. **Exhibit D** includes the minimum concession standards in which the proposal must contain and **Exhibit E** includes the Exemplar Concession Agreement. The Exemplar Concession Agreement is subject to change at the sole discretion of the Authority after the RFP process is complete and a Proposer is selected. The terms and conditions of this opportunity are governed by the executed Concession Agreement between the Authority and the Proposers.

B. **Agreement Term**

The term of this Agreement shall be five (5) years. There are no options to extend or to renew.

C. **Locations**

The Premises made available for this opportunity are listed below. Locations may change at the discretion of the Authority during the term of the Agreement. See **Exhibit A** for maps depicting the Premises.

- (i) Valet Staging Area
 - a. Upper-Level South Departures
- (ii) Office and Kiosk
 - a. Upper-Level South Departures
- (iii) Valet Storage Area
 - a. Adjacent to cellphone lot

D. Concession Standards

- (i) The Concession Standards are identified and attached hereto **in Exhibit D Concession Standards**

E. Concession Fee and Payment Provisions

- (i) Concession Fee - The successful Proposers must propose as a Concession Fee a percentage of Gross Receipts for valet parking as well as any additional services that Proposer proposes to offer.
- (ii) Minimum Annual Guarantee - Beginning in the second Agreement year and continuing for the Term, the MAG shall be eighty five percent 85% of Concessionaire's actual payment to the Authority for the previous agreement year. The MAG for any Agreement year shall not be less than the MAG for the second agreement year. For any period of less than one (1) calendar month that this Agreement shall be in effect, the MAG shall be calculated on a pro rata basis.
- (iii) Payment - Payments of one-twelfth (1/12) of the MAG shall be due on the first of every month of the term. Concession Fee shall be due in advance without demand, offset or invoice on the tenth (10th) day of each and every month during the term of this Agreement.
- (iv) Security Deposit – Security Deposit in the amount of three months of proposed payments to the Authority or \$10,000 whichever is greater. The Security Deposit is subject to annual adjustment to match the current three months of payments to the Authority.
- (v) Monthly Reports – A report detailing transactions and operational activity for the concession and the payment of all Concession Fees are due on the 10th day of every month.

F. Minimum Experience

Proposers must meet the following minimum qualifications to be considered for this concession opportunity.

- (i) Five (5) years' recent experience operating a valet parking service at an airport, shopping mall or other similar location with a high volume of customer traffic with at least two (2) years continuous experience during the past five (5) years in the operation and management of a valet parking service. The same is required for any additional services proposed.
- (ii) Proposers must meet or exceed the stipulated Concession Fee requirements of this RFP and the Exemplar Concession Agreement.
- (iii) Proposers must accept all substantial terms and conditions of the Exemplar Concession Agreement attached to this RFP. Acceptance must be indicated on the form included in this RFP. Exceptions to the Exemplar Concession Agreement may be taken subject to later negotiation in accordance with Section VII(C).

IV. **General Conditions**

- A. **Terms and Conditions:** Proposer agrees to abide by all the terms and conditions contained in this RFP and the Concession Agreement. Any exceptions to the requirements of this RFP, or the BAA's terms and conditions of this RFP, shall be noted in writing, with detailed explanation, and included with the RFP submittal. The Proposer acknowledges that taking exceptions to this RFP may subject the response submittal to be rejected.
- B. **Discussions and Questions:** All questions must be submitted in writing and directed to the Birmingham Airport Authority (the "Authority") Department of Purchasing at eseoane@flybhm.com to be considered. The Proposer shall not attempt to discuss any aspects of the request with any other party except for the email address described in this RFP. No verbal agreements will be considered during the proposal process. The Authority reserves the right to reject the proposal of any Proposer violating this provision.
- C. **Completeness:** All requested information and required forms must be completed, signed, and submitted with this document to constitute a proper proposal. The entire package must be complete with all required forms, signature, and information. Failure to complete or comply with any part of the specifications or requirements in this RFP may constitute a basis of rejection. It is within the right of the Authority to reject any RFP submittal in this solicitation document.
- D. **Errors:** Proposers or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Proposers are cautioned not to obliterate, erase, or strike-over any printed material as set forth in this RFP. Wherever Proposer has made an error and has corrected, all such corrections should be initialed by the person signing this RFP. Failure to comply with this provision may result in rejection of Proposer's submittal. All documents submitted must be legible.
- E. **Changes/Modifications:** No changes or modifications shall be made to any Authority forms without the approval of the Authority. If changes or modifications are made without the approval of the Authority, the proposal submitted by

Proposers may be rejected.

- F. **Compliance with Laws:** The Proposer shall obtain and maintain all licenses, permits, liability insurance, and workman's compensation insurance, and maintain compliance with any other federal, state, or local requirements during the term of the Agreement with the Authority and in submitting a proposal.
- G. **Specifications:** Whenever mention is made of any article, material, or workmanship to be in accordance with any laws, ordinances, codes, regulations, etc., these requirements shall be construed to be the minimum requirements of these specifications.
- H. **Reimbursement:** The Authority will not reimburse the Proposer for any costs associated with the preparation and submittal of any RFP response, or for any travel and/or per diem costs that are incurred.
- I. **Submitted Material:** All requests, responses, inquiries, or correspondence relating to, or in reference to this document submitted by Proposers shall become the property of the Authority when received. Once an award is made, all excess copies at the Proposer's request may be destroyed.
- J. **Disclaimer:** This is a Request for Proposal. This is not an offer or contract. The submission of a proposal in response to this process does not impose any legal obligations upon the Authority, nor does it create any contractual or quasi-contractual relationship between the Authority and any Proposers. The Authority reserves the right to reject or disregard any or all proposals, to negotiate with any or all Proposers, and/or to enter a contract or contracts with any Proposers or Proposers for any or all of the services described herein. The Authority is not obligated to respond to any statement or proposal. This RFP is subject to errors, omissions, modifications, withdrawal, or cancellation without notice.
- K. **Badging Requirements and Fees; Other Expenses:** In order to perform services on-site in secured areas of the Authority's facilities, Proposer personnel are required to undergo a background check and obtain an Authority badge allowing them access to such areas. On completion of the Agreement Term, Company personnel are required to turn their badges into the Authority's security department. Failure to return a badge on completion of the Agreement Term will result in a fine in the amount of \$500. The Proposer is responsible for paying all badging fees and all fines for badges not returned after the services are completed. In connection with the provisions of the Concession Agreement, Proposer may incur expenses to the Authority or the Authority may be charged for expenses of Proposer. Proposer will pay or reimburse the Authority for such expenses within thirty (30) days after the date of the invoice. If the Authority owes Proposer any fees on completion of the Services and any badging fees, fines or other expenses owed by Proposer are then due and payable, BAA will have the right to deduct and offset the badging fees, fines and other expenses from the fees then owed to Proposer. If there are no fees then due to Proposer, the Authority will invoice and Proposer will pay the badging fees, fines and other expenses incurred within thirty (30) days after the date of the invoice.

V. **Special Conditions**

A. **ACDBE/SBE Program:**

The Authority is committed to fostering opportunities for Airport Concession Disadvantaged Business Enterprise and Small Business Enterprises (SBEs) through its updated Small Business Element, aligned with the Airport Concession Disadvantaged Business Enterprise (ACDBE) program under 49 CFR Part 23. For this RFP, while the ACDBE participation goal has been adjusted due to limited availability in the market area, bidders are strongly encouraged to engage SBEs as part of their proposals.

The ACDBE participation goal is **9%**. An SBE is defined as a firm that:

- (i) Meets the Size Standards: Gross revenues or number of employees averaged over the past five years fall within the thresholds established by Small Business Administration (SBA) for its respective industry.
- (ii) Is Independently owned and operated: The business is organized for profit and is not dominant in its field.
- (iii) Meets Personal Net Worth Standards: Each Owner's personal net worth, including their spouses' if married, does not exceed the current cap of \$2.047 million as set forth by 49 CFR Part 23.
- (iv) Participation by SBEs, regardless of ownership demographics, will be recognized and tracked separately from ACDBE participation.

B. **Race-Neutral Measures**

The Birmingham Airport Authority is committed to promoting race-neutral participation in addition to race-conscious ACDBE goals. Proposers are encouraged to:

- (i) Conduct outreach and engagement with small businesses, including those not certified as ACDBEs.
- (ii) Provide training and mentoring programs to help small businesses compete for opportunities.
- (iii) Partner with resource organizations to expand opportunities for small businesses in the concessions industry.
- (iv) Facilitate networking events to connect potential subcontractors with prime Proposers.

These measures aim to increase overall small business participation and create a pipeline of future ACDBE firms.

C. **Good Faith Efforts Requirement**

If a proposer cannot meet the stated ACDBE participation goal, they must

demonstrate good faith efforts to achieve the goal by providing documentation of their actions, including but not limited to:

- (i) Outreach: Evidence of efforts to identify and solicit proposals from ACDBEs, including copies of advertisements, announcements, and direct communications.
- (ii) Negotiations: Documentation of negotiations with ACDBEs, including the names, addresses, and responses of the firms contacted.
- (iii) Follow-Up: Records of follow-up communications to ACDBEs to encourage their participation.
- (iv) Assistance Provided: Evidence of assistance offered to ACDBEs in obtaining bonding, lines of credit, or insurance.
- (v) Substitution Requests: If ACDBEs were contacted but not selected, include reasons for the selection of other subcontractors.

The Authority will evaluate good faith efforts based on Appendix A of 49 CFR Part 26. Failure to meet the goal or demonstrate good faith efforts may result in proposal rejection.

D. ACDBE Monitoring and Reporting

ACDBE Monitoring and Reporting Requirements

The successful proposer must submit the following to the Birmingham Airport Authority during the contract term:

- (i) Quarterly Participation Reports: Detailed reports identifying all payments made to ACDBE firms, the scope of work performed, and the percentage of the ACDBE goal achieved to date.
- (ii) Performance Verification: Evidence demonstrating that ACDBEs are performing a commercially useful function, including on-site verification, invoices, and job assignments.
- (iii) Annual Compliance Report: A summary of annual gross receipts, payments to ACDBEs, and any changes to the joint venture or subcontract agreements.

Failure to submit required reports or comply with monitoring requirements may result in contract termination or penalties.

E. Termination and Substitution of ACDBEs

Termination or Substitution of ACDBE Firms

The proposer may not terminate or replace an ACDBE firm listed in their proposal without the prior written consent of the Birmingham Airport Authority:

- (i) If an ACDBE is terminated, the proposer must demonstrate good cause and provide evidence of efforts to substitute with another ACDBE to meet the goal.

- (ii) Good cause includes circumstances such as the ACDBE's failure to execute a contract, inability to meet performance deadlines, or withdrawal from the project.
- (iii) The proposer must notify the Authority immediately if an ACDBE is terminated and submit documentation of good faith efforts to replace the ACDBE.

Failure to comply with this requirement may result in penalties, including suspension or termination of the contract.

F. Nondiscrimination:

By submitting a proposal to this RFP, Proposer certifies that they will fully comply with all Federal, State of Alabama, and local laws pertaining to nondiscrimination, and certifies that they will not discriminate against or grant preferential treatment to any party on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin in the performance of Authority contracts or agreements.

In addition, this RFP is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The Proposer 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 Proposer agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters into and causes those businesses to similarly include the statements in further agreements.

The Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises or airport concession 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.

- G. Indemnification:** Proposers undertakes and agrees to indemnify and hold harmless BAA, and any and all its Board Members, officers and employees, from and against all suits and causes of action, claims, losses, demands and reasonable expenses, including by not limited to, reasonable attorney's fees and reasonable costs of litigation, damage(s) or liability, including but not limited to death or injury, or for damage to, or destruction of, any property, arising by reasons of the performance of the contract to the extent caused by the negligent performance of the professional services under the contract on the part of the Proposers, or any of the Proposers' subcontractors, employees, or anyone for whom the Proposers has obligated itself under the contract. THERE IS NO

EXPECTATION OF ANY INDEMNIFICATION BEING PROVIDED TO COMPANY BY THE BAA.

- H. **Changes and Alterations:** The Authority reserves the right to make any alterations in the RFP and/or contract as may be necessary due to changing conditions found during the Project. The Proposers shall not claim forfeiture of contract by reasons of such changes by the Authority representative. If such changes increase or decrease the amount of the work or materials, the Proposers will be paid according to the quantity of product delivered at the prices established for such work under the contract. Any alterations or changes that diminish the scope of work or materials shall not constitute a claim for damages or for the loss of anticipated profits. Any alterations from the original job estimate provided by Proposers must be submitted in writing and must be approved by the designated Authority Representative.
- I. **Cure and Cover Clause:** If a successful Proposer defaults under this RFP and/or contract, or breaches any of its terms, covenants, or conditions, Authority may (in addition to any other contractual, legal, or equitable remedies available) take any of the following actions after providing ten (10) days' written notice to the Proposer to correct or cure such default, failure, or breach: Declare this RFP and/or contract terminated, effective upon written notice to said Proposer, and proceed to recover from the Proposer all costs and expenses, including reasonable attorneys' fees, arising under, relating to, or incurred in connection with this RFP and/or contract. In the event of termination, all fees, charges, and any other sums owed to the Authority shall immediately become due and payable.
- J. **The Authority Reserves the Right:** (a) to award proposals received on individual items, or on the entire list of items; and (b) to reject any or all proposals or any part thereof; and (c) to waive any irregularities and/or technicalities on the proposals; and (d) to accept the proposal that is in the best interest of the Authority; and (e) to obtain clarification or additional information for any proposal; and (f) to purchase either selected items, or to not select any Proposers or purchase any goods and/or services resulting from this request; and (g) to reject any Proposers who has previously failed to perform properly or complete on time projects of a similar nature, and (h) to reject any Proposers whom investigation shows Proposers is not in a position to perform the Project and/or service as specified in this RFP.
- K. **Basis of Award:** The proposal is subject to be awarded to the most responsive and responsible Proposers whose proposal is evaluated to be the most advantageous to the Authority considering a multitude of factors as described in Section VIII. The award can be made to one or multiple Proposers, whichever is in the best interest of the Authority.
- L. **Insurance:** The selected Proposers 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 in the executed Agreement attached hereto and made a part hereof.

VI. **Submittal Requirements**

A. Proposal Submission

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

E-mail: eseoane@flybhm.com
Address: Purchasing Department
Birmingham Airport Authority
5900 Messer Airport Highway
Birmingham, AL 35212

Deliveries can also be made in-person to the Authority Office located on the ground level of the Terminal Building (at the above address).

All questions associated with this RFP must be submitted in writing via e-mail to Ed Seoane, Vice President of Purchasing, at eseoane@flybhm.com by the deadline identified for questions/clarifications.

By submission of a proposal, Proposer agrees that its proposal is valid for one hundred eighty (180) days from the submission deadline.

B. Proposal Format

Proposer's Proposals shall be no longer than fifty (50) pages (not including back / front cover, tabs / dividers, cover letter, or table of contents), each page must not be larger than 8.5" x 11". Labeled tabs must be provided for each section. Proposal sections must follow the order described in Section VII.C of this RFP.

C. Submittal Sections

Each section as described below must have the corresponding Proposal Form as depicted in **Exhibit C – Proposal Forms** attached as a cover sheet at the beginning of each section of the Proposal.

Section 1 - Cover Letter (PF-1)

Proposer shall submit a one-or two-page cover letter to identify Proposer and summarize Proposer's minimum qualifications. The proposal should include a brief statement of experience and any other general information which the Proposer desires to include as an introduction to the Proposal.

Section 2 - Company Background and Management Experience (PF-2)

Include a brief history of the Proposer and a general description of services provided. Note any changes in the company name and ownership structure over the last five (5) years. Describe current operations as they exist today.

Section 3 - Proposed Products and Services (PF-3)

Describe the overall program and how it would be implemented. Include a list of proposed services and fees to be charged. Included in Section 3 should be the proposed product and pricing strategy, and concession fee.

Section 4 - Financial Projections (PF-4)

Proposer shall submit financial projections clearly showing the anticipated gross sales and number of transactions forecasted at the Airport for each service provided. These projections should be in sufficient detail to show that the projected revenue without sacrificing the quality or service of the operation can support the Concession Fee proposed.

Section 5 - Financial Background (PF-5)

Proposers shall submit historical financial information for the proposed entity and any joint venture or affiliate entities. The Authority reserves the right to request additional financial information from any Proposer. Submissions must include at minimum audited balance sheets and income statements for the last three (3) complete fiscal years.

Section 6 - Management and Operations Plan (PF-6)

Proposers shall submit sufficient information to allow the Authority to evaluate Proposer's management operating plan. Describe the experience of the management staff that will be assigned to the account. Describe any staff training, restocking, equipment servicing and/or monitoring plans.

Section 7 - Exceptions to the Concession Agreement (PF-7)

Proposer shall include a list of exceptions to the terms of the Exemplar Concession Agreement, if any. All such exceptions shall be clearly stated on a separate page labeled "Exceptions." The only provisions of the Concession Agreement that the Authority will consider negotiating are those specifically identified as Exceptions in the Proposal. Any Exception not noted in the Proposal cannot be raised later. If the Authority and the Proposer cannot negotiate an acceptable Concession Agreement based upon the Exceptions, the Authority reserves the right, in its sole discretion, to reject the Proposal once the Concession Agreement issues cannot be resolved.

Section 8 - Proposal Bond (PF-8)

Each Proposal shall include a Proposal Bond in the form of a surety bond or a cashier's or certified check made payable to the Birmingham Airport Authority in an amount of \$5,000 as a guarantee that 1) Proposer will not withdraw the Proposal, 2) Proposer will execute an Agreement with the Authority in substantially the form included herein subject to exceptions clearly noted in writing, and 3) the required insurance certificate will be delivered to the Authority in accordance with the Agreement. If, prior to acceptance, the Proposal is withdrawn, except as provided herein, or if the Proposer fails to execute said final concession agreement and provide said insurance certificate within ten (10) days after the receipt of notice that the Proposal has been accepted, the Proposer shall be liable to the Authority in the amount of its Proposal Bond as liquidated damages.

The Authority will select a Proposal and then will promptly begin any required negotiations with the Proposer. If the Authority and the selected Proposer cannot reach agreement within thirty (30) days, or some longer period of time reasonably determined by the Authority, the Authority will then select another Proposer and begin to negotiate with that Proposer. Therefore, all Proposals shall be deemed to

remain in effect and subject to selection by the Authority until an Agreement is actually signed, or one hundred eighty (180) calendar days after the Deadline for Proposal submission (“Proposal Expiration Date”), whichever shall occur first. Until the Proposal Expiration Date, Proposer agrees that the submitted Proposal shall remain in effect, as written and subject to selection by the Authority, and that the Proposal Bond will also remain in effect. The Authority shall have the right, in its sole discretion, to extend the time for delivery of the Agreement.

The Proposal Bond, if a surety bond, shall be issued by a surety company authorized to do business in the State of Alabama and rated as at least an A or A+. The original Proposal Bond shall be attached in the original proposal submittal. A copy of the Proposal Bond shall be attached in each copy of the proposal submittal.

Section 9 – Lawsuits (PF-9)

Any lawsuits in which Proposer, its parent company or any of its owners and/or partners have been a party to at any other location either as a defendant, plaintiff, or other named party, and the final disposition of the lawsuit.

Section 10 – ACDBE Participation (PF-10)

Describe Proposer’s efforts to satisfy the ACDBE goal for this solicitation. Note the status of all qualified ACDBE firms and any firms who may be seeking ACDBE status at the time of submission of the proposal.

VII. Selection Process

A. Selection Criteria

Selection criteria include, but are not necessarily limited to, the following criteria.

- (i) Responsiveness - Responsiveness of the proposal to the Submittal Requirements in this solicitation.
- (ii) Depth of Experience – Depth and breadth of experience of the Proposer, and any proposed comparable accounts.
- (iii) Satisfaction - Level of satisfaction expressed by other clients with the proposed personnel and the Proposer.
- (iv) Services Offered - Types, scope and quality of services to be offered.
- (v) Conceptual Plans - Use of space, equipment design and arrangement.
- (vi) Pricing of Services - Reasonableness of prices.
- (vii) Management Plan - Demonstrated ability to manage the concession, and expected annual gross revenues.
- (viii) Perception & Approach - Perception of and approach to the concession.
- (ix) No Contact - Adherence to the no contact policy instruction included in this

solicitation.

- (x) ACDBE Participation - Efforts to include ACDBE's in the response to the Request for Proposals.
- (xi) Financial Capacity - Demonstrated financial capability to operate proposed concession.
- (xii) Such other matters as may be relevant.

Exhibit A
Premises
Valet Staging Area

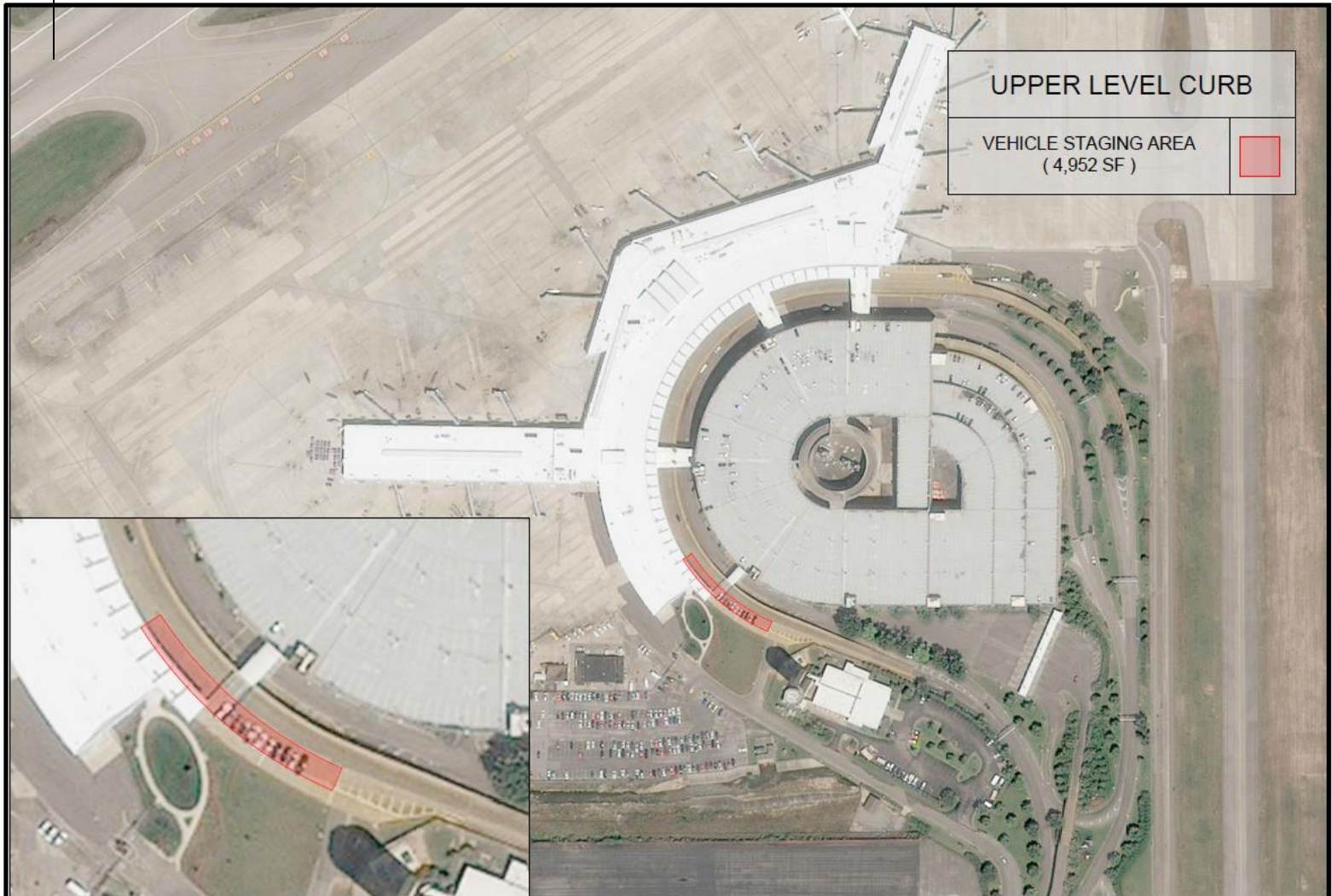


Exhibit A - Premises
Valet Staging Area



February 2025

Exhibit A-1 Office and Kiosk

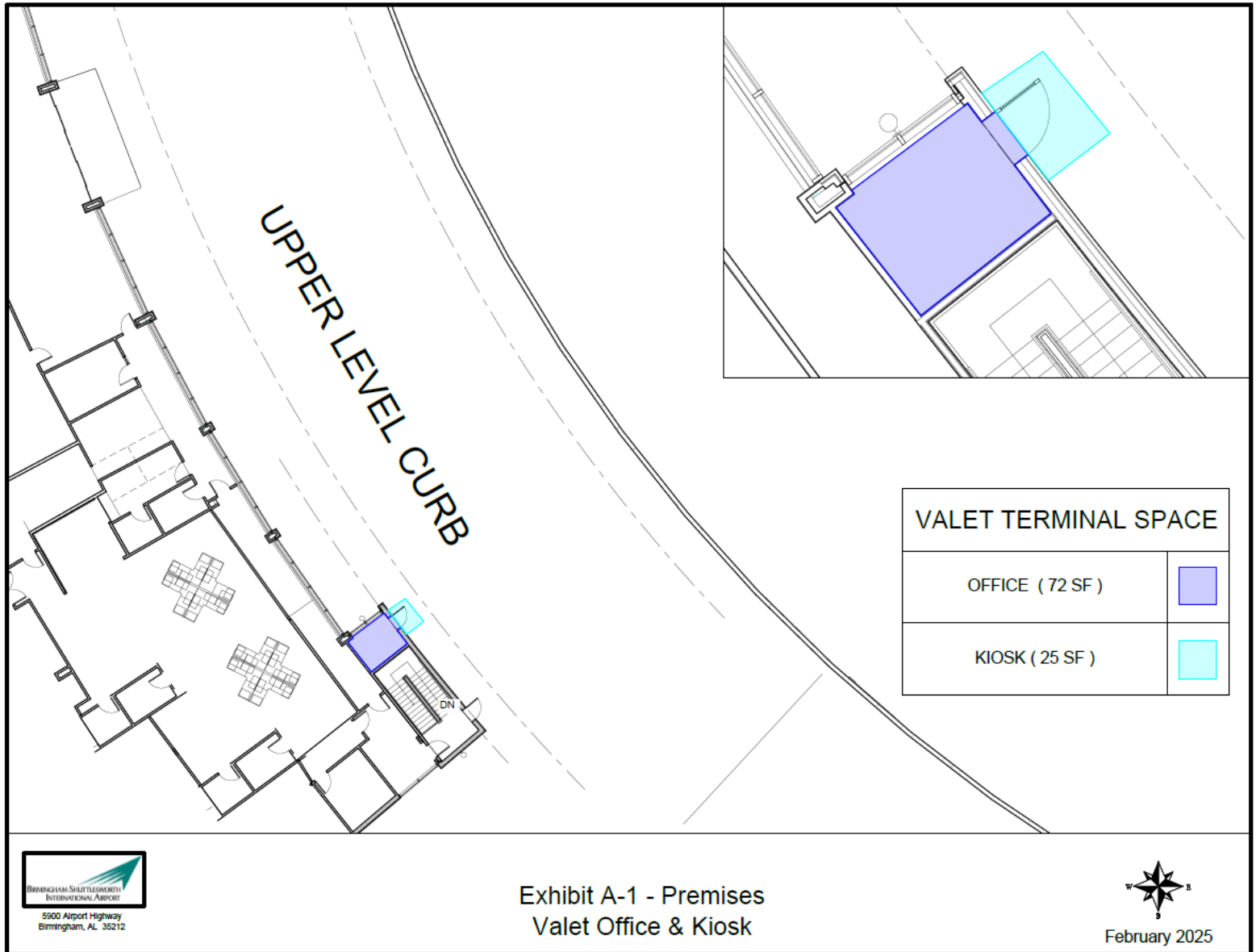


Exhibit A-2 Valet Storage Area



Exhibit A-2 -Premises
Valet Storage Area



February 2025

Exhibit B
Statistics
Passenger Statistics

CY2019	Enplaned	Deplaned	Total	% change		
Jan-19	108,999	115,013	224,012	15.76%		
Feb-19	107,449	107,624	215,073	11.71%		
Mar-19	133,132	132,743	265,875	10.69%		
Apr-19	124,172	126,291	250,463	1.29%		
May-19	144,144	136,286	280,430	2.22%		
Jun-19	138,170	138,004	276,174	1.87%		
Jul-19	136,164	140,322	276,486	3.00%		
Aug-19	127,629	127,734	255,363	1.70%		
Sep-19	123,161	123,091	246,252	2.90%		
Oct-19	141,448	140,590	282,038	1.98%		
Nov-19	130,575	131,171	261,746	-3.12%	3.96%	Deplaned PAX % change 2019 - 2018
Dec-19	130,265	126,427	256,692	3.24%	3.94%	Enplaned PAX % change 2019 - 2018
TOTAL	1,545,308	1,545,296	3,090,604	3.95%	3.95%	Total PAX % change 2019 - 2018

CY2020	Enplaned	Deplaned	Total	% change		
Jan-20	106,233	110,895	217,128	-3.07%		
Feb-20	109,094	110,645	219,739	2.17%		
Mar-20	62,040	61,519	123,559	-53.53%		
Apr-20	6,288	5,615	11,903	-95.25%		
May-20	16,900	17,119	34,019	-87.87%		
Jun-20	29,568	29,133	58,701	-78.74%		
Jul-20	40,685	41,250	81,935	-70.37%		
Aug-20	47,530	47,619	95,149	-62.74%		
Sep-20	47,744	47,173	94,917	-61.46%		
Oct-20	56,840	57,854	114,694	-59.33%		
Nov-20	57,708	56,021	113,729	-56.55%	-58.66%	Deplaned PAX % change 2020 - 2019
Dec-20	57,987	54,034	112,021	-56.36%	-58.67%	Enplaned PAX % change 2020 - 2019
TOTAL	638,617	638,877	1,277,494	-58.67%	-58.67%	Total PAX % change 2020 - 2019

CY2021	Enplaned	Deplaned	Total	% change		
Jan-21	45,390	50,388	95,778	-55.89%		
Feb-21	44,271	44,121	88,392	-59.77%		
Mar-21	69,598	70,367	139,965	13.28%		
Apr-21	74,923	77,137	152,060	1177.49%		
May-21	97,620	93,280	190,900	461.16%		
Jun-21	106,860	106,651	213,511	263.73%		
Jul-21	113,872	115,595	229,467	180.06%		
Aug-21	98,244	100,746	198,990	109.14%		
Sep-21	101,030	101,725	202,755	113.61%		
Oct-21	117,399	116,328	233,727	103.78%		
Nov-21	115,738	117,800	233,538	105.35%	71.92%	Deplaned PAX % change 2021 - 2020
Dec-21	110,272	104,249	214,521	91.50%	71.50%	Enplaned PAX % change 2021 - 2020
TOTAL	1,095,217	1,098,387	2,193,604	71.71%	71.71%	Total PAX % change 2021 - 2020

CY2022	Enplaned	Deplaned	Total	% change		
Jan-22	83,500	86,688	170,188	77.69%		
Feb-22	59,641	119,458	179,099	102.62%		
Mar-22	114,936	112,254	227,190	62.32%		
Apr-22	107,435	110,541	217,976	43.35%		
May-22	120,729	116,481	237,210	24.26%		
Jun-22	116,500	116,529	233,029	9.14%		
Jul-22	120,673	124,409	245,082	6.80%		
Aug-22	112,554	114,423	226,977	14.06%		
Sep-22	120,529	111,101	231,630	14.24%		
Oct-22	127,984	129,318	257,302	10.09%		
Nov-22	120,160	119,730	239,890	2.72%	24.60%	Deplaned PAX % change 2022 - 2021
Dec-22	109,315	107,669	216,984	1.15%	19.97%	Enplaned PAX % change 2022 - 2021
TOTAL	1,313,956	1,368,601	2,682,557	22.29%	22.29%	Total PAX % change 2022 - 2021

CY2023	Enplaned	Deplaned	Total	% change		
Jan-23	97,854	101,258	199,112	17.00%		
Feb-23	100,486	101,097	201,583	12.55%		
Mar-23	127,335	126,080	253,415	11.54%		
Apr-23	121,550	107,435	228,985	5.05%		
May-23	138,317	120,729	259,046	9.21%		
Jun-23	136,979	116,500	253,479	8.78%		
Jul-23	135,840	141,668	277,508	13.23%		
Aug-23	124,666	128,391	253,057	11.49%		
Sep-23	130,874	131,481	262,355	13.26%		
Oct-23	143,338	146,447	289,785	12.62%		
Nov-23	135,899	135,237	271,136	13.03%	8.12%	Deplaned PAX % change 2023 - 2022
Dec-23	130,658	123,379	254,037	17.08%	15.97%	Enplaned PAX % change 2023 - 2022
TOTAL	1,523,796	1,479,702	3,003,498	11.96%	11.96%	Total PAX % change 2023 - 2022

CY2024	Enplaned	Deplaned	Total	% change		
Jan-24	101,900	109,643	211,543	6.24%		
Feb-24	110,627	112,448	223,075	10.66%		
Mar-24	132,058	133,391	265,449	4.75%		
Apr-24	134,397	134,969	269,366	17.63%		
May-24	151,105	138,317	289,422	11.73%		
Jun-24	146,144	148,871	295,015	16.39%		
Jul-24	140,361	144,461	284,822	2.64%		
Aug-24	130,606	133,551	264,157	4.39%		
Sep-24	135,049	134,812	269,861	2.86%		
Oct-24	151,677	151,343	303,020	4.57%		
Nov-24	137,705	141,117	278,822	2.83%	9.38%	Deplaned PAX % change 20234 - 2023
Dec-24	145,463	135,545	281,008	10.62%	6.12%	Enplaned PAX % change 2024 - 2023
TOTAL	1,617,092	1,618,468	3,235,560	7.73%	7.73%	Total PAX % change 2024 - 2023

Valet Statistics

2019

Month	Sales	Transactions
Jan	\$186,694	2,980
Feb	\$182,319	3,011
Mar	\$206,209	3,218
Apr	\$188,125	3,247
May	\$211,428	3,640
Jun	\$214,975	3,406
Jul	\$207,337	3,189
Aug	\$195,408	3,350
Sep	\$203,928	3,458
Oct	\$225,960	3,942
Nov	\$184,439	3,140
Dec	\$189,168	3,037
	\$2,395,991	39,618

2020

Operations suspended due to COVID-19
Pandemic April 2020-September 2021

Month	Sales	Transactions
Jan	\$214,289	3,379
Feb	\$222,577	3,691
Mar	\$111,532	1,768
Apr	\$368	1
May	\$1,002	2
Jun	\$764	1
Jul	\$815	2
Aug	\$0	-
Sep	\$0	-
Oct	\$0	-
Nov	\$0	-
Dec	\$0	-
	\$551,346	8,844

2021

Operations suspended due to COVID-19 Pandemic April 2020-September 2021

Month	Sales	Transactions
Jan	\$0	-
Feb	\$0	-
Mar	\$0	-
Apr	\$0	-
May	\$0	-
Jun	\$0	-
Jul	\$0	-
Aug	\$0	-
Sep	\$0	-
Oct	\$86,506	1,208
Nov	\$120,960	1,567
Dec	\$105,382	1,412
	\$312,848	4,187

2022

Month	Sales	Transactions
Jan	\$119,159	1,409
Feb	\$131,727	1,700
Mar	\$175,120	2,283
Apr	\$154,019	2,023
May	\$164,392	2,180
Jun	\$167,667	2,159
Jul	\$165,633	1,953
Aug	\$151,304	2,083
Sep	\$173,178	2,357
Oct	\$201,826	2,724
Nov	\$157,586	2,115
Dec	\$153,142	2,017
	\$1,914,754	25,003

2023

Month	Sales	Transactions
Jan	\$ 167,686.12	2,104
Feb	\$ 184,481.79	2,396
Mar	\$ 183,390.63	2,350
Apr	\$ 152,375.84	2,053
May	\$ 178,234.20	2,394
Jun	\$ 192,098.91	2,372
Jul	\$ 188,343.48	2,229
Aug	\$ 159,824.29	2,212
Sep	\$ 174,390.56	2,366
Oct	\$ 197,133.10	2,701
Nov	\$ 178,235.38	2,308
Dec	\$ 164,043.25	2,098
\$ 2,120,237.55		27,583

2024

Revenue	Sales	Transactions
Jan	\$182,074	2,233
Feb	\$182,524	2,433
Mar	\$211,439	2,606
Apr	\$172,393	2,377
May	\$209,010	2,744
Jun	\$218,061	2,747
Jul	\$216,713	2,508
Aug	\$194,360	2,514
Sep	\$196,147	2,645
Oct	\$203,345	2,756
Nov	\$170,856	2,221
Dec	\$168,623	2,183
\$2,325,545		29,967

Exhibit C
Proposal Forms

VALET CONCESSION AGREEMENT Request for Proposals Birmingham Airport Authority

Proposal Form Section 1 – Cover Letter

Proposer shall submit a one-or two-page cover letter to identify Proposer and summarize Proposer's minimum qualifications. The proposal should include a brief statement of experience, a statement of acceptance or exceptions to the Concession Agreement terms, and any other general information which the Proposer desires to include as an introduction to the Proposal.

Enter Proposer Name	Click or tap here to enter text.
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PF-1

VALET CONCESSION AGREEMENT
Request for Proposals
Birmingham Airport Authority

Proposal Form

Section 2 – Company Background & Management Experience

Include a brief history of the Proposer and a general description of services provided. Describe current operations as they exist today.

Proposer Name and Address

Provide legal name and address of the Proposer exactly as it should appear in the Agreement. If the Proposer is other than an individual, provide the name and telephone number of an individual who can answer for the Proposer.

Name of Proposer _____
Address _____
Telephone _____
E-mail Address _____

Describe the Organization

1. Corporation Yes ☐ No ☐

If yes, attach Articles of Incorporation.

Date of Incorporation _____
State of Incorporation _____
Tax ID Number _____

2. LLC Yes ☐ No ☐

If yes, attach Articles of Organization.

Date of Incorporation _____
State of Incorporation _____
Tax ID Number _____

3. Partnership Yes ☐ No ☐ General Partnership ☐ Limited Partnership ☐

If yes, attach Partnership Agreement.

Date of Organization _____
State of Registration _____
Tax ID Number _____

4. Joint Venture Yes ☐ No ☐

Date of Organization _____
Previously done business in Alabama? Yes ☐ No ☐
If Yes, where? _____

Tax ID Number _____

5. Sole Proprietorship Yes ☐ No ☐

6. How long in business? _____

Registered in Alabama? Yes ☐

No ☐

Authorized to do business in Alabama? Yes ☐

No ☐

Authorized to do business in Jefferson County? Yes ☐

No ☐

PF-2

<p>VALET CONCESSION AGREEMENT Request for Proposals Birmingham Airport Authority</p>

<p>Proposal Form Section 3 – Proposed Products and Services</p>

Describe how the proposed program will be implemented at BHM. Included in Section 3 should be comparable vendors, the proposed layout, a product and pricing strategy, and the proposed airport fees. Describe any unique attributes of the proposed program. The proposer may include drawings or photographs.

<p>PF-3</p>

**VALET CONCESSION AGREEMENT
Request for Proposals
Birmingham Airport Authority**

**Proposal Form
Section 4 – Financial Projections**

Proforma

Please provide proforma income statements for the first three (3) years of operation. Proposer should include all projected income and expenses. The income statement projection period should cover the first three (3) full years of operation. Each of the first three (3) full contract years should be shown separately. Please fill out the Rent Calculation Form provided below.

Rent Stipulation

Proposed Rent/Location

Attachment - Additional Information

Attach any additional fee proposals as necessary to complete the proposal.

PF-4

VALET CONCESSION AGREEMENT
Request for Proposals
Birmingham Airport Authority

Proposal Form
Section 5 – Financial Background

Attachment - Financial Information

Proposers shall submit historical financial information for the proposed entity and any joint venture or affiliate entities. The Authority reserves the right to request additional financial information from any Proposer. Submissions must include at minimum audited balance sheets and income statements for the last three (3) complete fiscal years.

Additional Information

Please indicate whether the proposing entity and any joint venture or affiliate entities has ever been involved in one of the following actions:

Declared bankruptcy	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Filed a petition in bankruptcy court	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Filed for protection from creditors in bankruptcy court	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Had involuntary proceedings filed in bankruptcy court	Yes <input type="checkbox"/>	No <input type="checkbox"/>

If you have answered yes to any of the above, please briefly describe below the circumstances and status of each occurrence.

Credit References

Please list below at least three (3) credit references.

Name	Address	Telephone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

Landlord References

Please list below at least three (3) credit references.

Name	Address	Telephone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

Attachment - Additional Financial Information

Attach any additional Financial Information that should be included in this proposal.

PF-5

<p style="text-align: center;">VALET CONCESSION AGREEMENT Request for Proposals Birmingham Airport Authority</p>

<p style="text-align: center;">Proposal Form Section 6 – Management & Operations Plan</p>

Proposer shall submit sufficient information to allow the Authority to evaluate the Management Structure and Operating Program of the proposed package and concepts. Describe the experience of the management staff that will be assigned to the account. Describe any staff training, restocking, equipment servicing and/or monitoring plans.

<p style="text-align: center;">PF-6</p>

VALET CONCESSION AGREEMENT
Request for Proposals
Birmingham Airport Authority

Proposal Form
Section 7 – Exceptions To The Concession Agreement

Exceptions

If Proposer has indicated that Proposer does not accept all agreement terms, please attach a list of all Exceptions to the Sample Concession Agreement and propose suggested revisions to the related terms in the following format:

Section
Nature of the Objection
Explanation of Objection
Proposed Revision

PF-7

<p style="text-align: center;">VALET CONCESSION AGREEMENT Request for Proposals Birmingham Airport Authority</p>

<p style="text-align: center;">Proposal Form Section 8 – Proposal Bond</p>

<p>Please provide the security indicated below.</p>

<p style="text-align: center;">Attachment - Proposal Bond</p>

<p>Please attach either a Proposal Bond in the form of a surety bond or a cashier's or certified check made payable to the Birmingham Airport Authority in an amount of \$5,000. The Proposal surety or cashier's or certified check will be returned to the Proposer upon expiration of one hundred eighty days (180) days after the scheduled closing time for the receipt of Proposals or upon execution of an Agreement with the successful Proposer, whichever occurs earlier.</p>

<p>The Proposal Bond, if a surety bond, shall be issued by a surety company authorized to do business in the State of Alabama and rated as at least an A or A+.</p>

<p style="text-align: center;">PF-8</p>

VALET CONCESSION AGREEMENT
Request for Proposals
Birmingham Airport Authority

Proposal Form
Section 9 – Lawsuits

Any lawsuits in which Proposer, its parent company or any of its owners and/or partners have been a party to at any other location either as a defendant, plaintiff, or other named party, and the final disposition of the lawsuit.

Name of Proposer: _____

Signature of Authorized Person: _____

Title: _____

Business Address of Proposer: _____

Business Phone: _____

Email Address: _____

Date: _____

PF-9

<p>VALET CONCESSION AGREEMENT Request for Proposals Birmingham Airport Authority</p>

<p>Proposal Form Section 10 – ACDBE Participation</p>

<p>Exceptions</p>

<p>Fill out and attach the completed ACDBE form as provided in this RFP.</p>

<p>PF-10</p>

Exhibit D

Concession Standards

SECTION 1 GENERAL STANDARDS

- (A) Concessionaire agrees to furnish all management, labor, equipment, materials, supplies, and trained personnel, which may be necessary in order to provide the Concession, at the sole cost and expense of the Concessionaire.
- (B) Concessionaire shall furnish first class services on a fair, reasonable and nondiscriminatory basis to all users of the Airport. Concessionaire shall maintain and operate the Premises in a first-class manner and shall keep the Premises in a safe, clean, orderly and inviting condition at all times, satisfactory to Authority.
- (C) Concessionaire shall cause the Concession to be open to all users of the Airport, except as otherwise approved by the Authority. If Concessionaire fails to perform its obligations under the Concession Standards, Authority may, at its sole option, notify Concessionaire both orally and in writing, through electronic mail, or hand delivery of such failure of performance.
- (D) Concessionaire shall control the conduct, demeanor and appearance of its employees and representatives. Such employees shall be trained by Concessionaire to render a high degree of efficient service and it shall be the responsibility of Concessionaire to maintain close supervision over such employees to assure the rendering of a high standard of service.
- (E) Concessionaire shall, during the Term of this Agreement, be qualified to do business in the State of Alabama and shall, in addition, obtain and maintain all necessary business licenses and permits from the City of Birmingham.
- (F) Concessionaire shall provide a complete and proper arrangement, satisfactory to Authority, for the adequate sanitary handling of all trash, garbage, and other refuse caused as a result of the operations of the Concession and shall provide for its timely removal to the service area provided by Authority. Concessionaire shall provide and use suitable covered receptacles for all garbage, trash, and other refuse in connection with the Concession. Piling of boxes, cartons, barrels or other similar items shall not be permitted in a public area on the Airport. Authority will provide a common use trash and garbage disposal service for which Concessionaire shall pay a share of the service fee, based on usage, to be determined by Authority from time to time.
- (G) The Concessionaire shall charge reasonable prices for the products and services sold at the Concession as defined in the Authority's Pricing Policy as amended from time to time.

SECTION 2 SERVICE AND OPERATIONAL REQUIREMENTS

- (A) A claim ticket shall be issued to patrons by the Valet Operator upon entry to the Facilities. The Concessionaire shall have claim tickets readily available for inspection by the Authority for any security purposes. The ticket should include, at a minimum:
 - a. Patron's name
 - b. Type, make, and model of vehicle
 - c. Date checked in and date of return
 - d. Valet staff member name
 - e. Confirmation of Inspection of vehicle
 - f. Vehicle inspections shall be done in accordance with FAA/TSA/Authority mandates along with the collection of customer information.
 - g. Location where vehicle is parked.

- h. Other necessary information to maintain efficient operation.
- (B) Maintain an online valet reservation system operated by Concessionaire that gives valet customers easy access and a user-friendly booking experience. A link to the reservation system will be placed on the Airport website parking page.
- (C) The Vehicle Staging Area shall be used by Concessionaire for the drop-off and pick-up of the Customer's vehicles that are utilizing the Valet Parking Concession.
- (D) The staff members shall inspect all vehicles entering the Vehicle Staging Area for security purposes and for determining prior exterior damage to the vehicles in accordance with Authority guidelines.
- (E) Concessionaire shall control the valet customer's keys at all times. Keys shall be maintained in a lock box matching the parking space documented on the ticket and in the valet system.
- (F) Once a customer drops off their vehicle and the staff conduct the Vehicle Inspection and completes the business transaction with the Customer, the staff will immediately relocate the Customer's vehicle to the Valet Staging Area.
- (G) The Concessionaire should identify the process for which customers' vehicles are moved to and from the Valet Staging Area and the Valet Storage Area.
- (H) Staff should have prior knowledge of the Customer's arrival and retrieve the Customer's vehicle from the Valet Storage Area and relocate it to the Valet Staging Area. Staff shall make every effort to eliminate or minimize the Customer's "wait-time" at Vehicle Staging Area for vehicle pickup. Prior to relocating the vehicle to the Valet Staging Area, the staff shall inspect the vehicle.
- (I) Allow patrons to always enter and exit the Valet Staging Area, unless otherwise approved by the Authority.
- (J) Utilize an electronic tracking system to collect and distribute the following information ("Valet Revenue and Vehicle Tracking System" or "VRVTS"):
 - a. Vehicle inventory and auditing.
 - b. On-line transactions and other data inquiries.
 - c. System status monitoring, reporting, and correction.
 - d. Access control information.
 - e. Data back-up and management for the development of manual and computer-generated reports.
- (K) VRVTS shall monitor all cashier transaction activity automatically.
- (L) Notify the Authority of events in which transactions are not sent to the VRVTS (i.e. the VRVTS database is off-line). Provide the Authority with the appropriate backup to substantiate the transactions that were not sent to the VRVTS the business day following the day the memory was cleared. Maintain logs of monitoring activities. Problems or faults with the VRVTS shall be reported to the Authority within six (6) hours of occurrence.

SECTION 3. CUSTOMER SERVICE

- (A) The Concessionaire shall accept and honor US currency, and at least the following three (3) major credit cards branded by: American Express, Visa and MasterCard for any purchase and for any amount.
- (B) Customer assistance should include, but not be limited to;
 - a. “Jump start” vehicles with dead batteries.
 - b. Inflate flat tires.
 - c. Provide motorist assistance in driving lanes.
 - d. Facilitate resolution of patron’s motor vehicle problems through assistance with communications or other reasonable means.
- (C) Once a Customer arrives for the valet of their vehicle, Valet staff shall promptly open Customer’s vehicle door(s), provide personal greeting, assist with luggage, and explain clear procedures regarding the valet service.
- (D) Maintain a waiver for patrons to sign before providing vehicle assistance services.
- (E) Promptly investigate and resolve all claims made for losses or damage to vehicles and service complaints. The Concessionaire shall provide documentation of complaints within six (6) hours of receipt. The Authority will investigate and provide documentation and its written response to Concessionaire if necessary.

SECTION 4. TRAFFIC MANAGEMENT AND SIGNAGE

- (A) Authority shall designate the entrances to the Valet Staging Area and/or on Airport roadways with appropriate signage.
- (B) Concessionaire shall monitor and manage all traffic and signage in designated premises by directing traffic, setting up, taking down cones or barricades, and/or replacing delineators.
- (C) Signage shall be clear and visible, indicating name and rates, and directions.
 - a. Maintain and monitor all changeable message signs used in and around Premises.
 - b. Rates shall be posted at the entrance of the Valet Staging Area.
- (D) Concessionaire shall not erect any sign, antenna, or construction of any nature, which may constitute a hazard to air navigation, as determined by the Authority.
- (E) Concessionaire shall not erect any sign, antenna, or construction of any nature without prior written approval of the Authority.

SECTION 5. FACILITIES AND EQUIPMENT MAINTENANCE

- (A) Perform routine, preventative and emergency maintenance, and custodial services on equipment and Premises.
 - a. All Valet areas and equipment shall be maintained in a safe, clean, neat, orderly and attractive condition.

SECTION 6. VALET INVENTORY

- (A) Take and maintain an inventory of vehicles parked in the Valet Storage Area daily by tracking and logging the vehicle license plates (“License Plate Inventory”).

- (B) Responsible for all access media used for the Valet operation. Access media shall be audited daily, and the inventory of access media shall be performed at a minimum of once per day.
- (C) Must utilize a VRTS capable of providing the Authority on demand reports that are accurate, specific, and complete to the extent provided by the software.
 - a. Reports shall be used to verify lost ticket information from patrons, providing location assistance, and marketing data needed by the Authority.

SECTION 7. DIVERSION OF BUSINESS

- (A) Concessionaire shall not divert or cause the diversion of any valet parking from the Airport. During the term of the Agreement and any renewal hereof, Concessionaire agrees not to own, operate, or have any financial interest in any automobile parking lot or structure within a five (5) mile radius of the Airport. For example, if Concessionaire owns or operates a vehicle parking lot within a five (5) mile radius of the Airport, and the Vehicle Storage Area is at capacity, all Valet traffic shall be directed to the Airport Parking Facilities.

SECTION 8. EMPLOYEES AND STAFFING

- (A) Concessionaire shall provide valet services for public parking operations, from two (2) hours prior to the first scheduled airline departure at the Airport through one (1) hour after the last actual airline arrival or the arrival of all valet customers scheduled to arrive at the Airport (the "Hours of Operation"). The Hours of Operation shall account for any aircraft delays.
- (B) All Concessionaire's operations shall be supervised by an active supervisory level position. The supervisory level position shall be available at the Premises during the Hours of Operation, or any additional hours the Concessionaire is open for business. Said manager shall have full authority to make day-to-day business decisions on behalf of Concessionaire with respect to the Premises and shall be responsible for personnel employed in the business of the Concessionaire, represent the Concessionaire in dealings with the Authority, and coordinate all activities with the Authority.
- (C) Concessionaire shall implement an employee training program that implements the Concessionaire's customer services standards and submit to the Authority a copy of any customer service, operational, employee training, or other operational standards, manuals, or handbooks (the "Employee Handbook"). Concessionaire shall ensure continuous adherence to Concessionaire's own standards in addition to the Authority's standards.
- (D) Concessionaire shall require each staff member to wear the Concessionaire's uniform and prominently display nametags and Airport Identification Badges whenever said staff are on the Airport.
- (E) Concessionaire shall be required to respond to any complaints, provided by a Customer or the Authority, in writing, within two (2) calendar days of receipt, with a good faith effort to explain, resolve, or rectify the corresponding problem. Concessionaire shall provide the Authority with a copy of any complaint received the same calendar day it is received by the Concessionaire and shall provide the Authority with a copy of the written response by the Concessionaire the same day it is sent to the complainant. Complaints received by the Authority shall be forwarded to the Concessionaire, who shall respond by utilizing the above procedure. Concessionaire shall be required to implement and utilize a Customer comment system (cards, telephone, internet, etc.). These comments are to be collected by Concessionaire's manager daily. Copies of all such completed comments and Concessionaire summary reports, in a format acceptable to the Authority, shall be provided to the Authority monthly pursuant to the Valet Concession Agreement.

- (F) In the event of an emergency, the Authority, as it deems necessary, may direct the Concessionaire to remain open beyond the Hours of Operation and provide all services and sales activities as required elsewhere herein during the emergency period.
- (G) To ensure staffing and proper ratios are adhered to, Company shall submit copies of employee work schedules for approval by the Authority.

SECTION 9. ADDITIONAL SERVICES

- (A) The Concessionaire may perform the following authorized additional services as a part of this valet parking Concession:
- a. [To Be Determined]
 - b. [To Be Determined]
 - c. [To Be Determined]

SECTION 10. SAFETY

- (A) Concessionaire shall be responsible for implementing a program to be used by staff that covers the overall safety of the operation (the “Accident Prevention and Safety program”). First aid supplies as well as fire extinguishers must be available for use as necessary. The Concessionaire shall be responsible for training all employees on the use of all emergencies, fire equipment, and environmental hazards and be cognizant of the locations of all such equipment and/or materials. All onsite accidents and incidents involving employees shall be reported to the Authority immediately and followed by written confirmation of the same containing all pertinent information and in a form approved by the Authority, within six (6) hours of the incident.
- (B) Concessionaire is not permitted to transfer customer vehicles without first obtaining the written consent of customer.

SECTION 11. VIOLATIONS AND FINES

The Authority may assess the below violations and fines for Concessionaire’s failure to comply with certain terms and conditions of this Agreement.

Violation	Fine
Operating the concession outside the authorized premises	\$100 fine for first violation, \$200 fine for each additional violation. Authority may terminate the Agreement after continual violations.
Failure to operate the concession during the Hours of Operation	\$200 per each hour that the concession was not available.
Failure to comply with any other Concession Standard outlined in this Agreement	\$500 fine for first violation, \$1,000 fine for each additional violation. Authority may terminate the Agreement after continual violations.
Concessionaire provides unauthorized services to Customers	\$1,000 per day that the violation exists

Exhibit E
Exemplar Concession Agreement