

**REQUEST FOR QUALIFICATIONS
FOR
AIR SERVICE DEVELOPMENT CONSULTING SERVICES FOR
THE BIRMINGHAM AIRPORT AUTHORITY**

**PROJECT BRIEFING TO BE HELD ON
Wednesday, August 29, 2018 at 10:00 AM (Local Time)
at
The Birmingham-Shuttlesworth International Airport
5900 Messer Airport Highway
Conference Room "A" or via Conference Call**

**ISSUING DEPARTMENT:
BIRMINGHAM AIRPORT AUTHORITY
EXECUTIVE DEPARTMENT**

Contracting Officer: Toni Herrera-Bast
Telephone: 205-599-0514
ahbast@flybirmingham.com

QUALIFICATION STATEMENTS ARE DUE AT THE ADDRESS SHOWN BELOW

NO LATER THAN

**Tuesday, October 2, 2018 at 2:00 P.M. (Local Time)
("QUALIFICATION STATEMENT DUE DATE")**

at

**BIRMINGHAM AIRPORT AUTHORITY
BAA OFFICES LOCATED IN THE BIRMINGHAM-SHUTTLESWORTH
INTERNATIONAL AIRPORT
5900 MESSER AIRPORT HIGHWAY
BIRMINGHAM, ALABAMA 35212**

ALL QUALIFICATION STATEMENTS RECEIVED AND TIME STAMPED BY THE AUTHORITY PRIOR TO THE QUALIFICATION STATEMENTS SUBMITTAL DEADLINE SHALL BE ACCEPTED AS TIMELY SUBMITTED. THE CIRCUMSTANCES SURROUNDING ALL QUALIFICATION STATEMENTS RECEIVED AND TIME STAMPED BY THE AUTHORITY OF THE BOARD AFTER THE QUALIFICATION STATEMENTS SUBMITTAL DEADLINE WILL BE EVALUATED BY THE AUTHORITY TO DETERMINE WHETHER THE QUALIFICATION STATEMENTS WILL BE ACCEPTED AS TIMELY. THE QUALIFICATION STATEMENTS WILL BE OPENED PROMPTLY AT THE TIME AND PLACE SPECIFIED. THE RESPONSIBILITY FOR SUBMITTING A QUALIFICATION STATEMENT TO THE CLERK OF THE BOARD ON OR BEFORE THE STATED TIME AND DATE IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. THE BIRMINGHAM AIRPORT AUTHORITY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE.

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- Appendix A:** Questionnaire Form
- Appendix B:** Not Used
- Appendix C:** Acknowledgement of Addenda
- Appendix D:** Lobbyist Registration for Oral Presentation Affidavit
- Appendix E-1:** Single Form Execution Affidavits
 - Public Entity Crimes Affidavit
 - Criminal Record Affidavit
 - Work History Disclosure

- Appendix E-2:** Condition of Award Requirements
 - Affirmation of Vendor Affidavits
 - Collusion Affidavit
 - Sudan/Iran Affidavit
 - Subcontracting Policies Statement
(No format, insert document)
 - Subcontractor/Supplier Listing
 - Proof of Authorization to do Business
(No format, insert document)

- Appendix F:** Local Business Preference
- Appendix G:** Not Used
- Appendix H:** Blank
- Appendix I:** Small Business Enterprise Program AND Disadvantaged
Business Enterprise (DBE) Program and Forms

GENERAL DEFINITIONS

The following words and expressions used in this solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The term “**Addenda**” or “**Addendum**” shall mean the written or graphic instruments issued prior to Qualification Statement opening that clarify, correct or change the RFQ documents or the Agreement.
- b) The term “**Agreement**” or “**Contract**” shall mean all attachments thereto and a part thereof entered into by the Authority and the Successful Respondent, including all of its terms and conditions, attachments, exhibits, and amendments.
- c) The term “**Airport**” shall mean (Birmingham-Shuttlesworth International Airport).
- d) The term “**Department**” or “**Authority**” or “**BAA**” shall mean the Birmingham Airport Authority. Wherein in this solicitation document, rights are reserved to the Authority, MDAD may exercise such rights.
- e) The term “**Aviation Director**” or “**Director**” shall mean the Director of the Birmingham Airport Authority or his or her designee.
- f) The term “**Board**” shall mean the Board of Directors of the Birmingham Airport Authority.
- g) The term “**Days**” shall mean calendar days, unless specifically stated as other.
- h) The term “**Department**” or “**Authority**” shall mean the Birmingham Airport Authority. Wherein in this solicitation document, rights are reserved to the Authority may exercise such rights.
- i) The term “**Qualification Statement**” shall mean a Respondent’s written response to this solicitation document.
- j) The term “**Request for Qualifications**” or “**RFQ**” shall mean this solicitation document and all associated addenda and attachments.
- k) The term “**Respondent**” or “**Proposer**”, “**Submitter**”, “**Vendor**”, “**Bidder**” or “**Contractor**” shall mean the person, firm, entity or organization submitting a response to this solicitation.
- l) The term “**Solicitation**” shall mean this Request for Qualifications and all associated addenda and attachments.
- m) The terms “**Subcontractor/Subconsultant**” shall mean any person, firm, entity or organization, other than the employees of the Respondent, who contracts with the Respondent to furnish labor, or labor and materials, in connection with the services that will be provided to the Authority, whether directly or indirectly, on behalf of the Successful Respondent.
- n) The term “**Successful Respondent**” shall mean the Respondent that receives any

award of Contract from the Authority as a result of this solicitation.

SECTION 1.0 SCOPE OF SERVICES, MINIMUM QUALIFICATIONS, AND CONTRACT MEASURES

1.1 INTRODUCTION/BACKGROUND

General Information:

The Birmingham Airport Authority operates The Birmingham-Shuttlesworth International Airport. This airport is the largest airport in the State of Alabama.

Birmingham-Shuttlesworth International Airport (BHM) is a commercial airport. BHM serves as the economic engine of the City of Birmingham with a 2017 annual economic impact of over \$32 billion and directly / indirectly generates over 272,000 jobs. BHM has the following airlines currently: Southwest, Delta, American and United. Frontier has begun services at the airport, as well.

In addition to creating jobs and providing fast and affordable transportation in a dynamic global marketplace, new air service serves as a catalyst for foreign direct investment and trade development between Birmingham and other world markets. It is, therefore, in the best economic interest of the Birmingham Airport Authority, through its economic engine Birmingham-Shuttlesworth International Airport, to pursue new non-stop air service to link major international markets with Birmingham, and new domestic service, inclusive of low cost carriers, to ensure affordable air transportation for business and leisure travelers. In pursuit of such international and domestic service, the Executive Department invites proposals from qualified persons or qualified firms interested in providing consultant services to develop air service strategies, reports, plans and the like for the Authority. Consulting services are required to evaluate and report on the passenger and cargo traffic potential between BHM and targeted top international markets not currently linked via non-stop service to Birmingham. Moreover, the Successful Respondent will be required to evaluate and report on the feasibility of attracting targeted low cost air carriers to BHM, and to prepare complete proposals about said carriers as requested.

Project Mission:

The Birmingham-Shuttlesworth International Airport (the "Airport"), as represented by the Birmingham Airport Authority ("BAA"), requires the services of one (1) qualified firm to assist the Birmingham Airport Authority in securing new international air service to major world markets to which no non-stop flights now exist, and to secure domestic air service inclusive of low cost airlines.

1.2 SCOPE OF SERVICES

The Successful Respondent shall as authorized by BAA:

- Prepare a five-year Air Service Development Strategy for BHM inclusive of plans for attracting and securing new international passenger and cargo routes; new domestic

service inclusive of low cost carrier engagement and recruitment, along with anticipated efforts/resources/timeline needed to complete the tasks, with input/collaboration from the air service project manager at BHM.

- Update, thereafter, on an annual basis the Air Service Development Strategy with input/collaboration from the air service project manager at BHM.
- Prepare new international air service feasibility studies and route forecasts, including but not limited to traffic (passenger and cargo) and revenue forecasts, behind/beyond connecting traffic flows, ethnic population numbers and centers in BHM primary/secondary catchment areas, carrier market share projections, aircraft / route operating costs, load factor performance, profit margin / yield estimates and recommended service frequencies.
- Upon request, provide on an annual or periodic basis, international passenger and air cargo service feasibility studies that have been previously presented by the Authority or its representatives to air carriers.
- Conduct new domestic air service feasibility studies and route forecasts (inclusive of low-cost carriers) including, but not limited to, traffic and revenue forecasts, carrier market share projections, aircraft / route operating costs, load factor performance and profit margin / yield estimates.
- Upon request, provide on an annual or periodic basis, domestic air service feasibility studies that have been previously presented to air carriers.
- Identify constraints to air service development where applicable.
- Upon request, make recommendations on strategies to increase the speed of effecting new air service in different markets.
- Assist with and strategize plans for engagement of greater Birmingham community interests, associations, agencies for community-wide support base to recruit a new carrier.
- Prepare and package targeted air carrier presentation materials, including research, charts, graphs, reports in electronic and print formats utilizing PowerPoint and/or other high image formats.
- Schedule and accompany (travel) BAA to airline meetings at headquarter levels of the carrier, and/or represent BAA at meetings as needed.

International destinations targeted for new or updated studies may include all international markets.

The Birmingham Airport Authority will reserve the right to substitute/or add to any of the international destinations during the contract period.

Low cost carriers that may be targeted for new or updated studies may include:

JetBlue, WestJet, Virgin America, or others that may be recommended by the Successful Respondent or substituted by the Birmingham Airport Authority.

Additional Scope of Services:

Upon request, Successful Respondent will conduct analyses of local, national or international activities that may impact air service at BHM. Examples may include but are not limited to:

- A BHM airline employee strike or bankruptcy
- The short, medium or long term impact of an economic turndown in an air service market served from BHM
- The formation or breakup of an airline alliance or entry/exit of a subject airline to/from an alliance, and associated impact(s) on the industry and/or BHM.
- The formation or changes to a major trade agreement between the USA and another country or region.
- A competitive action by another airport.
- Civil unrest, terrorist activities, war or natural disasters within a major market with service from BHM.

Upon request, Successful Respondent will provide the BHM air service project manager with government and/or industry data (non-restricted), raw or formatted for use by BHM in its own projects / analyses.

Implementation:

The Successful Respondent shall be responsible for all aspects of the studies, including data acquisition, travel and quality control. The project manager assigned by the Successful Respondent will coordinate all information requests and be the liaison between the Birmingham Airport Authority and all persons working on the studies.

Presentation and Presentation Materials:

The Successful Respondent will submit a draft report of each study and a final report and will report the findings of the study to the Board of Directors for the Birmingham Airport Authority. Reports will be made in a timely and user-friendly manner. They will include summaries and detailed tabulations relevant to the dissemination of meaningful study results to the Authority.

Reports:

Successful Respondent will deliver the following reports upon completion of the annual strategic plan and each airline feasibility study:

- Upon request, an Executive Summary of findings (electronic)
- A detailed report of findings (electronic)
- A PowerPoint presentation (electronic and up to eight (8) hard copies in color.
- Up to two (2) oral presentations as requested to airline and/or Birmingham Airport Authority staff.

Additional Reports:

Successful Respondent will provide a written and electronic (e-mail) report of analyses conducted on local, national or international activities/events (as cited above in Additional Scope of Services) that may impact air service at Birmingham Airport Authority. Reports will include relating tables, charts and images that will work to produce a better understanding of the information. A personal presentation by the Successful Respondent will not be required, but the Authority will reserve the right to make such a request.

1.3 MINIMUM QUALIFICATIONS

Respondents shall provide documentation that demonstrates their ability to satisfy all of the minimum qualifications.

The minimum qualifications for this RFQ are:

1. The Respondent should have a minimum of five (5) years in conducting airport air service development studies. The Qualification Statement should supply information concerning the qualifications and experience of the proposing firm, the Subconsultants, and the proposed project team for this study. Indicate your firm's recent experience in the development of air carrier service proposals. Provide a list of specific examples of appropriate experience in any relevant past or on-going projects. Describe each project in detail, including the name of the client, the completion date and location of the project, and a contact name and phone number for the client. The same information should be provided for all Subconsultants proposed for the project.
2. If the Respondent is an individual or partnership, the individual and/or the partner, who shall be responsible for the operation of the Agreement, should have met the specified minimum qualifications. If the Respondent is a Joint Venture, then at least one (1) of the Joint Venture Partners should satisfy all of the foregoing Minimum Qualifications. A Respondent, whether a joint venture or otherwise, may proffer the experience of its corporate parent, sister, or subsidiary ("an affiliated company") in meeting these minimum qualifications. However, given the unique nature of individual corporate relationships. Respondents seeking to rely on the experience of an affiliated company should be advised that the Selection Committee shall have the discretion to determine what weight, if any, it wishes to give such proffered experience on a case-by-case basis, and may base such decision on the relationship between the Respondent and the affiliate, as evidenced by whatever documentation is provided in the proposal submission or otherwise presented at the request of the Selection Committee.
3. Must be authorized to do business in the State of Alabama by the time of award.

1.4 CONTRACT MEASURES

This contract includes participation provisions for Disadvantaged Business Enterprises (DBE) Program, as follows:

<u>Measure</u>	<u>Program</u>
10% Goal	DBE

Refer to Appendix I, Disadvantaged Business Enterprise Program Implementing Order for definitions, explanations and instructions. The participating DBE, firms or joint ventures must have a valid certification by the proposal submittal deadline of this solicitation, as well as, meet all other requirements as stipulated in Appendix I. Certifications are provided by the Alabama Unified Certification Program, which includes being certified by either the Alabama Department of Transportation, Birmingham Airport Authority, Huntsville Port Authority, Mobile Port Authority or the Wave Transit System.

1.5 COMPENSATION

The Authority shall have no obligation to issue any Service Order(s). The total amount authorized for Services and reimbursable expenses is not to exceed One Hundred to One Hundred Fifty Thousand Dollars (\$150,000), unless otherwise adjusted by the Authority.

1.6 TERM

The term of this Agreement shall be for five (5) years and shall begin upon execution by the parties and shall be in effect until all Services are completed or until those Service Orders in force at the end of the stated period of time have been completed and the Services accepted, whichever may be later.

SECTION 2.0 RFQ SUBMITTAL PROCESS

- 2.1 RFQ AVAILABILITY** Copies of this solicitation package can be acquired via the Birmingham Airport Authority website, www.flybirmingham.com. If unable to download a copy, please contact Ms. Toni Herrera-Bast, PR and Marketing Manager for assistance at ahbast@flybirmingham.com or call 205-599-0503.

Respondents who obtain copies of this solicitation from sources other than BAA's Executive Department risks the potential of not receiving addenda, since their names will not be included on the list of firms participating in the process for this particular solicitation. Such Respondents are solely responsible for those risks and the Authority bears no liability. **(See Section 2.4).**

2.2 QUALIFICATION STATEMENT SUBMITTAL

An original and eight (8) copies (a total of 9) of the complete Qualification Statement, as well as one (1) PDF version of the completed Qualification Statement submitted in a CD format, must be received by the due date as specified in the advertisement for this RFQ ("Qualification Statement Due Date"). The original, and all copies must be bound and submitted in an envelope or container stating on the outside the Respondent's name, address, telephone number, the RFQ title, and Qualification Statement Due Date to:

**Birmingham Airport Authority
The Birmingham-Shuttlesworth International Airport
5900 Messer Airport Highway
Birmingham, Alabama 35212**

The Qualification Statement must be signed by an officer of the company, who is legally authorized to enter into a contractual relationship in the name of the Respondent, and the Respondent must affix their company's corporate seal to the documents. In the absence of a corporate seal, the documents must be notarized by a Notary Public. The submittal of a Qualification Statement by the Respondent will be considered by BAA as constituting an offer by the Respondent to perform the services outlined in this RFQ and that the Respondent will honor the terms and conditions herein until the Board of Directors awards the agreement. The Respondent also agrees to honor and comply with the terms of the executed agreement, if the Respondent is the Successful Respondent.

Hand-carried Qualification Statements may be delivered to the above address **ONLY** between the hours of 8:30 A.M. and 4:30 P.M., Monday through Friday excluding holidays observed by the Authority. The Respondent is responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

2.3 QUALIFICATION STATEMENT FORMAT

A) INSTRUCTIONS TO THE RESPONDENTS

The Respondent should carefully follow the format and instructions outlined below, observing format requirements where indicated. All materials (except for plans and schematics, if any) are to be submitted on 8 ½" X 11" pages, neatly typed on one side only, with normal margins and spacing. All documents and information must be fully completed and signed as required. Qualification Statements that do not include the required documents may be deemed non-responsive and may not be considered for contract award.

B) CONTENTS OF QUALIFICATION STATEMENT

A Qualification Statement shall be written in sufficient detail to permit the Authority to conduct a meaningful evaluation of the submittal. Price information is to be included with the Qualification Statement. A Qualification Statement must include the following information:

1) Questionnaire Form

The "Questionnaire Form" (**see Appendix A**) is to be completed and signed by an authorized officer of the Respondent submitting the Qualification Statement.

2) Table of Contents

The table of contents should outline, in sequential order, the major areas of the Qualification Statement. All pages of the Qualification Statement, including the enclosures, must be clearly and consecutively numbered and correspond to the table of contents.

3) Executive Summary

The executive summary shall briefly and concisely describe the basic services offered by the Respondent; the Respondent's ability to perform the work requested in this RFQ; the background, experience and qualifications of the Respondent and the Subcontractors/Subconsultants; the qualifications of the Respondent's personnel to be assigned to this project; and, any other information called for by this RFQ, which the Respondent deems relevant. The executive summary should be no longer than four (4) pages.

4) Proof of Minimum Qualifications

The Respondents shall verify its ability to satisfy all of the minimum qualifications. (**See Sub-section 1.3**). Respondents who are less qualified than is called for in this Solicitation, or who are relying on qualifications of separate corporate entities, may receive less points, or no points, from the Selection Committee, if such lack of experience would or could suggest that there is an inability to provide the services required in the same manner contemplated by this Solicitation.

5) Technical Information

- a) The Respondent shall describe its specific policies, plans, procedures or techniques to be used in providing services. (See Section 1.2, "Scope of Services"). The Respondent shall also describe its approach to project organization and management, and the responsibilities of Respondent's management and personnel that will perform work pursuant to this project.
- b) The Respondent shall provide an organizational chart including titles for all personnel to be assigned to this project. The chart must clearly identify the Respondent's key personnel. Key personnel include all partners, managers,

seniors, and other professional staff that will perform services on this project.

- c) The Respondent shall describe their key personnel's experience, qualifications, functions to be performed and other vital information including relevant experience on previous similar projects. The Respondent shall also provide their resumes with job descriptions and other detailed qualification information.
- 6) Respondent's Experience, Past Performance, Litigation, Convictions, Indictments, or Investigations, Affiliations, and References
- a) Experience: The Respondent shall provide a history of its background and experience in providing similar services and shall state the number of years that it has been in existence, the current number of employees, and the primary markets served.
 - b) Specific Project Experience: The Respondent shall provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Respondent has either ongoing or completed within the past three (3) years. For each comparable contract, the Respondent should identify: (i) the client, (ii) a description of the work performed, (iii) the total dollar value of the contract, (iv) the contract duration, (v) the client contact person and telephone number for reference, (vi) a statement or notation of whether Respondent(s) is/was the primary consultant/contractor or subcontractor/subconsultant, and (vii) the results of the project. The Respondent shall also list and describe any projects performed for government clients or similar sized private entities, and any work performed for the Authority.
 - c) Additional Experience: The Respondent shall describe any other experiences or information related to the Services described in Section 1.2, Scope of Services. (e.g. software/hardware information, training, etc.).
 - d) Past Performance: List all contracts which the Respondent has performed for the Birmingham Airport Authority. The Authority will review all contracts the Respondent has performed for the Authority in accordance with Section 2-8.1(g) of the Code, which requires that "a Bidder's or Respondent's past performance on Authority contracts be considered in the selection of consultants and contractors for future Authority contracts." The Respondent must list and describe all work performed or being performed for Authority, include the name of the department which administers or administered the contract(s); the contact person(s) on the contract(s) and their contact telephone number(s); the dates covering the term of the contract(s); the dollar value of the contract(s), whether or not the contract was audited by the Authority and the results therefrom, and the name, address, telephone number, responsibilities and employment status of the management team assigned to any Authority contract within the last three (3) years.
 - e) Litigation: The Respondent shall describe any prior or pending litigation, in which (1) the Respondent, (2) any member of a joint venture, (3) Subcontractors, (4) any of those entities' subsidiaries, affiliates or parent companies, or (5) any of those entities' employees is or has been involved within the last ten (10) years which arise out of their employment. If so, give details.
 - f) Convictions, Indictments, or Investigations: Has the organization of the Respondent or any of its directors, officers, partners or supervisory personnel including those of any Joint Venture ever been party to any criminal action relating directly or indirectly to the general conduct of the business of the Respondent herein? Identify any criminal convictions or civil judgments for the last ten (10) years, and pending criminal indictments or governmental/regulatory

investigations. Information must include: (i) nature of the offense; (ii) sentence, fines, restitution or probation imposed; (iii) jurisdiction of occurrence; (iv) indicting or investigative authority; and (v) status of indictment or investigation.

- g) **Affiliations:** Please state whether the Respondent, any Principal of Respondent, any family, member of any Principal, or any person or entity with which such person has a business relationship, has or had within the last ten (10) years (i) directly or indirectly a business relationship with Birmingham Airport, (ii) directly or indirectly receives or received revenues from the Authority, or (iii) directly or indirectly receives or received revenue from the result of conducting business on Authority property or pursuant to any contract with the Authority. Please describe such relationship.

Please also state whether the Respondent, any Principal of Respondent or any of their family members has or had with the last ten (10) years, a direct or indirect business relationship with any elected or appointed Authority official or an affiliate or with any BAA employee or any affiliate, and fully describe such business relationship.

- h) **References:** The Respondent shall provide customer references for similar projects, in scope and magnitude preferably in an airport environment, which the Respondent has either ongoing or completed within the last three (3) years.

7) Subcontractors/Subconsultants Performing Services

The Respondent shall also include a list of the names and addresses of all major first tier Subcontractors/Subconsultants, and describe the extent of work to be performed by each one. Include resumes for the Subcontractors/Subconsultants' key personnel.

8) Submission of Required Documentation

The Respondent must complete, sign as required, and submit the following documents as part of its Qualification Statement, which have been included as attachments to this RFQ:

- Appendix A:** Questionnaire Form
- Appendix B:** Not Used
- Appendix C:** Acknowledgement of Addenda
- Appendix D:** Lobbyist Registration For Oral Presentation
- Appendix E-1:** Single Form Execution Affidavits
 - Public Entity Crimes Affidavit
 - Criminal Record Affidavit
 - BAA Work History Disclosure

- Appendix E-2:** Condition of Award Requirements
 - Affirmation of Vendor Affidavits
 - Collusion Affidavit
 - Sudan/Iran Affidavit
 - Subcontracting Policies Statement
(No format, insert document)
 - Subcontractor/Supplier Listing
 - Proof of Authorization to do Business
(No format, insert document)

- Appendix F:** Not Used
- Appendix G:** Not Used
- Appendix I:** Forms required by Disadvantaged Business Enterprise Program

2.4 ADDITIONAL INFORMATION/ADDENDA

Requests for additional information or clarifications must be submitted in writing via email to dgillam@flybirmingham.com or ahbast@flybirmingham.com and/or mail to the designated Contracting Officer herein, located at BAA, 5900 Messer Airport Highway, Birmingham, Alabama 35212, in accordance with Section 2.7, "Cone of Silence," at least seven (7) calendar days prior to the originally established due date for Qualification Statements. The email must contain the RFQ title, the Respondent's name, address, telephone and facsimile number, and the Respondent's contact person.

BAA will issue responses to inquiries, and any other corrections or amendments it deems necessary, in written addenda prior to the deadline for Qualification Statements. The Respondent shall not rely on any representations, statements or explanations, including but not limited to statements made at project briefings; however, the Respondent may rely on representations, statements, or explanations made in this RFQ or in any written addendum to this RFQ. Where there appears to be a conflict between the RFQ and any addenda issued, the last addendum issued shall prevail.

It is a Respondent's responsibility to ensure receipt of all addenda. The Respondent should verify with the Contracting Officer, prior to submitting a Qualification Statement, that all addenda have been received. The Respondent is required to acknowledge the number of addenda (**see Appendix C, Acknowledgement of Addenda**) received as part of their Qualification Statement.

2.5 RESPONSIBILITY OF RESPONDENT

It is the sole responsibility of the Respondent to become thoroughly familiar with the RFQ requirements and all terms and conditions of the Agreement affecting the performance of this RFQ. Pleas of ignorance by the Respondent of conditions that exist, or that may exist, will not be accepted as a basis for varying the requirements of the Department, or the compensation to be paid to the Successful Respondent.

It shall be the responsibility of the Respondent to examine the entire RFQ document and Agreement, and to become fully informed of the conditions to be encountered from the Agreement to be performed.

2.6 PROJECT BRIEFING

A project briefing has been scheduled for the date, time and place specified in the advertisement for this RFQ. The purpose of this project briefing is to review the scope of services and response requirements, and to afford Respondents an opportunity to seek clarifications prior to the due date for Qualification Statements. The Respondent is encouraged to submit any questions they may have, in writing, to the Contracting Officer in advance of the project briefing.

The Contracting Officer for this RFQ is:

Name: Toni Herrera Bast
Title: Marketing and PR Manager
Name of Agency: Birmingham Airport Authority
Physical Address: 5900 Messer Airport Highway
Receiving Address: 1710 40th Street North, Suite D
Telephone: (205) 599-0514

Email: ahbast@flybirmingham.com

2.7 QUALIFICATION STATEMENT GUARANTEE DEPOSIT

No Qualification Statement Guarantee Deposit is required for this RFQ.

2.8 MODIFIED QUALIFICATION STATEMENTS

Any modification to the Qualification Statement by the Respondent shall be submitted to the Marketing and PR Manager prior to the Qualification Statement Due Date. The Respondent shall submit, in a sealed envelope, the modified Qualification Statement forms and a letter, on company letterhead and signed by a representative of the Respondent, stating that the modified Qualification Statement supersedes the previously submitted Qualification Statement. No modifications of a Qualification Statement shall be accepted after the Qualification Statement Due Date. The Evaluation/Selection Committee will only consider the latest version of the Qualification Statement.

2.9 WITHDRAWAL OF QUALIFICATION STATEMENTS

A Qualification Statement shall be irrevocable until contract award, unless the Qualification Statement is withdrawn. A Qualification Statement may only be withdrawn in writing and must be addressed to the Authority prior to the Qualification Statement Due Date.

2.10 LATE QUALIFICATION STATEMENTS, LATE MODIFICATIONS AND LATE WITHDRAWALS

Qualification Statements received after the Qualification Statement Due Date are late and will not be opened or considered. Modifications received after the Qualification Statement Due Date are also late and will not be considered. Qualification Statements will be opened promptly on the Qualification Statement Due Date. The responsibility for submitting a Qualification Statement to the Clerk of the Board on or before the Qualification Statement Due Date is solely and strictly the responsibility of the Respondent. Withdrawal of Qualification Statements after the Qualification Statement Due Date and before award shall entitle the Authority to invoke the Qualification Statement Guarantee Deposit. The Authority is not responsible for delays caused by any form of delivery utilized by the Respondent, including U.S. mail, package, courier service, or by any other occurrence.

2.11 RFQ POSTPONEMENT/REJECTION/CANCELLATION

BAA may, at its sole and absolute discretion, reject any and all, or parts of any and all Qualification Statements; re-advertise this RFQ; postpone or cancel, at any time, this RFQ process; or waive any irregularities in this RFQ or in the Qualification Statements received as a result of this RFQ.

2.12 COSTS INCURRED BY RESPONDENTS

All expenses involved with the preparation and submission of a Qualification Statement to the Authority, or any work performed in connection therewith, shall be borne by the Respondent. No payment will be made for any responses received or for any other effort required of or made by the Respondent prior to the date set for commencement of work as defined by the Agreement approved by the Board.

SECTION 3.0 PROVISIONS OF LAW AFFECTING SOLICITATION

3.1 PROVISIONS OF LAW REGARDING AFFIDAVITS TO BE SUBMITTED WITH

QUALIFICATION STATEMENT AND CONDITION OF AWARD REQUIREMENTS:**A. AFFIDAVITS TO BE SUBMITTED WITH QUALIFICATION STATEMENT:**

The Affidavits described below are part of a single execution affidavit:

1. Criminal Record Affidavit

The Proposer must disclose, at the time the Proposal is submitted, if the Proposer or any of its officers, directors, or executives have been convicted of a felony during the past (10) years. Failure to disclose such conviction may result in the debarment of the Proposer who knowingly fails to make the required disclosure or to falsify information.

Following contract award, if a principal of the contracting entity is convicted of a felony, the Authority may terminate the contract.

B. CONDITION OF AWARD REQUIREMENTS

1. The following documents are condition of award requirements and may be submitted with the Proposal. If a Proposer does not submit said condition of award documents with its Proposal, the Proposer should state in its Proposal when such documents will be provided, which shall be no later than within seven (7) calendar days of notification of the intent to recommend for award.

a) Collusion Affidavit

The Successful Proposer shall, within five (5) business days after the recommendation to award has been filed with the Authority, execute the Collusion Affidavit. Failure to submit the required affidavit shall render the entity ineligible for contract award.

b) Listing of Subcontractors/Subconsultants and Suppliers

The entity contracting with the Authority shall, as a condition of award, provide a listing which identifies all first tier subcontractors/subconsultants who will perform any part of the contract work, describes the portion of the work such subcontractor/subconsultant will perform, identifies all suppliers who will supply materials for the contract work directly to the Proposer, and describes the materials to be so supplied.

A Proposer who is awarded the contract shall not change or substitute first tier subcontractors/subconsultants, direct suppliers, the portions of the work to be performed, or the materials to be supplied from those identified in the listing provided, except upon written approval by the Authority.

e) Subcontracting Policies

The Proposer on Authority contracts, wherein subcontractors/subconsultants may be used, shall, prior to contract award, provide a detailed statement of their policies and procedures for awarding subcontracts which:

- 1) notifies the broadest number of local subcontractors/ subconsultants of the opportunity to be awarded a subcontract;
- 2) invites local subcontractors/subconsultants to submit bids in a practical, expedient way;
- 3) provides local subcontractors/subconsultants access to information

necessary to prepare and formulate a subcontracting bid;

- 4) allows local subcontractors/subconsultants to meet with appropriate personnel of the Proposer to discuss the Proposer's requirements; and
- 5) awards subcontracts based on full and complete consideration of all submitted proposals and in accordance with the Proposer's stated objectives.

The Proposer who fails to provide the required statement shall be precluded from receiving the contract.

2. Proof of Authorization to do Business

Proposer must attach a copy of Business License.

3.2 CONFLICT OF INTEREST AND CODE OF ETHICS

No Authority employee or his or her immediate family shall be prevented from entering into any contract, individually or through a firm, corporation, partnership or business entity, in which the employee or any member of his or her immediate family has a controlling financial interest with the Authority, or any person or agency acting for the Authority, as long as (1) entering into the contract would not interfere with the full and faithful discharge by the employee of his or her duties to the Authority, (2) the employee has not participated in determining the subject contract requirements or awarding the contract, and (3) the employee's job responsibilities and job description will not require him or her to be involved with the contract in any way, including, but not limited to, its enforcement, oversight, administration, amendment, extension, termination or forbearance. However, this limited exclusion shall not be construed to authorize an employee or his or her immediate family member to enter into a contract with the Authority or any person or agency acting for the Authority, if the employee works in the Authority department that will enforce, oversee or administer the subject contract.

Any affected Authority employee shall seek a conflict of interest opinion from the Authority prior to submittal of a bid, response, or application, of any type, to contract with the Authority by the employee or his or her immediate family. A request for a conflict of interest opinion shall be made in writing and shall set forth and include all pertinent facts and relevant documents. For additional information, please contact the Marketing and PR Manager at 205-599-0514.

If the affected employee or his or her immediate family member chooses to respond to a solicitation to contract with the Authority, such employee shall file with the Authority a statement, in a form satisfactory to the Authority, disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a bid, response, or application of any type to contract with the Authority. Along with the disclosure form, the affected employee shall file with the Authority a copy of his or her request for an Ethics Commission opinion and an opinion or waiver from the Authority. Also, a copy of the request for a conflict of interest opinion from the Ethics Commission and any opinion or waiver must be submitted with the response to the solicitation to contract with the Authority.

3.6 PROPRIETARY / CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of their Proposal will be available for public inspection after opening of Proposals. The Proposer shall not submit any information in response to this Solicitation, which the Proposer considers

to be a trade secret, proprietary or confidential. The submission of any information to the Authority in connection with this Solicitation shall be deemed a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the Authority in violation of this restriction, that has been clearly marked and identified as protected or confidential either inadvertently or intentionally, and the Proposer seeks to prevent such information from being publicly disclosed, the Proposer must contact the Authority, in writing, prior to the Authority receiving a public records request. The Authority shall then endeavor to redact or return that information to the Proposer as practicable, and if appropriate, evaluate the balance of the Proposal. In the event that a Proposer has not contacted the Authority prior to the Authority receiving a public records request, and the Authority subsequently discloses any such purportedly privileged confidential, or trade secret information pursuant to a public records request, Proposer expressly acknowledges and agrees that it shall have no claim of any kind against the Authority or its employees or agents arising out of such disclosure. The redaction or return of information pursuant to this clause may render a Proposal non-responsive.

3.8 RULES, REGULATIONS AND LICENSING REQUIREMENTS

The Respondent shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, especially those applicable to conflicts of interest and collusion. The Respondent is presumed to be familiar with all federal, state and local laws, ordinances, codes, rules, regulations, operational directives and other Department procedures that may in any way affect the goods or services offered. The Respondent shall also comply with Executive Order No. 11246 entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60), the Americans with Disabilities Act of 1990 and implementing regulations, the Rehabilitation Act of 1973, as amended, Chapter 553 of Florida Statutes and any and all other local, state and federal directives, ordinances, rules, orders, and laws relating to people with disabilities.

3.10 NONEXCLUSIVITY

This RFQ is nonexclusive in character and in no way prevents the Authority from entering into an Agreement with any other parties for the sale or offering of competitive services, products or items by others during the term of the Agreement.

3.11 COLLUSION

A firm recommended for award as a result of a competitive solicitation for any Authority purchase of supplies, materials and services shall submit an affidavit under the penalty of perjury, on a form provided by the Authority: stating either that the firm is not related to any of the other parties proposing in the competitive solicitation or identifying all related parties, as defined in this Section, which proposed in the solicitation; and attesting that the firm's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the firm has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer. In the event a recommended firm identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended firm shall be ineligible for award unless that presumption is rebutted. Failure to provide a Collusion Affidavit within 5 business days after the recommendation to award has been filed with the Authority shall be cause for the Respondent to forfeit their Qualification Statement Guarantee Deposit and the Respondent shall be

ineligible for contract award.

SECTION 4.0 EVALUATION PROCESS

4.1 PROCESS OVERVIEW

Each Qualification Statement will be evaluated by an Evaluation/Selection Committee (“Committee”) appointed by the Director (or designee).

4.2 REVIEW OF QUALIFICATION STATEMENTS FOR RESPONSIVENESS AND RESPONSIBLENESS

Each Qualification Statement will be preliminarily reviewed by the BAA’s Board of Directors for a determination as to whether the Qualification Statement is potentially not responsive. A responsiveness analysis includes whether a Qualification Statement is of timely submission, has the appropriate signatures as required on each document, does not materially alter the terms and conditions of the RFQ, includes a proposal guarantee (if applicable), clearly indicates an intent to be bound by the Respondent on the terms and conditions of the RFQ, and can otherwise form the basis of a binding agreement. Except as noted previously in this Section, where this RFQ states that documents “must” or “shall” be provided, or “must” or “shall” be provided in a specific form, the failure to supply such documentation shall not render a Qualification Statement not responsive, unless the absence of those documents is such that the Qualification Statement is no longer a clear assent to be bound by the terms of the RFQ. Where a Qualification Statement deviates from the provisions of the RFQ, the Authority reserves for itself the discretion to accept such nonconforming Qualification Statement, if the deviation is not material.

Each Respondent’s Qualification Statement shall also be evaluated to determine if it is responsible. A responsible Respondent is one who is capable of carrying out the work of the RFQ in a competent and effective manner; all questions regarding capacity or ability to perform the work of the RFQ shall be deemed to be questions of Respondent responsibility. In making this determination, the Committee shall have the right to investigate the management, operational experience, financial capability, reputation and business judgment, and any other issue regarding the qualifications of any Respondent, their affiliates and/or parent company(s), including the conducting of investigations of the officers, directors, principals and stockholders, and to review and investigate all contracts the Respondent has performed for the Authority or others. The Board may make this determination either on the basis of the information provided in the Qualification Statement or on the basis of the Qualification Statement plus oral presentations by the Respondent. The failure of the Respondent to submit information required by the RFQ related to its responsibility shall not be deemed to require the Authority or the Committee to find such Respondent non-responsible, and respondents who failed to submit such information may be found responsible by either the Board of Directors or the Authority, as may be warranted by the specifics of any individual situation and Qualification Statement. The Respondent agrees to provide, upon request, any additional information that may be required by the Committee or the Authority as it relates to a Respondent’s responsibility. In addition, the Committee reserves the right to inspect the facilities at which the Respondent conducts its business and provides services. A Respondent that does not meet the minimum requirements of this solicitation may be deemed responsible, if, in the discretion of the Authority, the Respondent otherwise demonstrates an ability to perform the work of the Proposal in a competent and effective manner. In the event that the Committee finds a firm non-responsible, the Committee shall still rank and evaluate the firm. All final determinations as to responsibility shall be within the discretion of the Board of Authority Commissioners.

4.3 EVALUATION PROCESS

Evaluation criteria has been established based upon the goals and objectives as provided in this RFQ. Based on the Board of Director's evaluation of the written Qualification Statement and oral presentations, if required, the Committee shall rate and rank the responsive firms on their Qualification Statement based on the criteria listed below. The criteria listed below are not of equal value or decision weight nor are they necessarily ranked in order of importance. The criteria are itemized with their respective weights for a maximum total of One Hundred (100) points per each voting Board member, for all Selection Criteria. A Respondent may receive the maximum points or a portion of this score depending on the merit of its Qualification Statement, as determined by the Committee member in accordance with the criteria listed below.

If there is only one (1) responsive, responsible Respondent, the Committee may, following evaluation of the Qualification Statement, recommend to award or negotiate an Agreement with that Respondent or to reject the Qualification Statement.

<u>Selection Criteria</u>	<u>Max. Points</u>
Experience (Minimum of five years), qualifications, capabilities and past performance in conducting airport air service development strategies and studies.	45
Thoroughness of Proposer's project plans, methodology, understanding of BHM's requirements and recommended solutions.	35
Quality of team to be dedicated to the BHM Air Service Contract and commitment to providing required services in an efficient and timely manner.	15
Inclusion of a DBE in the proposal.	5
Total	100 (Maximum)

Following the evaluation and ranking of the Qualification Statements, the Evaluation/Selection Committee will determine whether any firms are non-responsible. After discarding the scores of any non-responsible firms, the Committee will make a recommendation to the Board of Directors, who will make the final decision who will be awarded the contract. (See Section 4.5).

4.4 NEGOTIATIONS

A Negotiation Committee will proceed to negotiate with the recommended Respondent(s).

If the Authority and the selected Respondent(s) cannot negotiate a successful agreement, the Authority may terminate said negotiations and begin negotiations with the next ranked responsive/responsible Respondent. This process may continue until an Agreement is executed, or the Authority may reject all Qualification Statements and re-advertise. Alternately, in the event that the Authority was unable to negotiate an agreement with any of the Respondents, and where it is in the best interests of the Authority, the Authority may engage in additional rounds of negotiations with the Respondents; in this event, the Authority will negotiate with the Respondents in the order previously evaluated and in a manner otherwise consistent with this Section. The Respondent shall not have any legal rights or otherwise against the Authority arising from such negotiations or termination thereof.

Be advised that the Authority cannot waive any material term of this RFQ in any negotiation.

4.6 CONTRACT AWARD

The Contract Award, if any, shall be made to the Respondent(s) whose Qualification Statement shall be deemed by the Board to be in the best interest of the Authority. The Board's decision of whether to make the award and which Qualification Statement is in the best interest of the Authority shall be final.

Prior to the filing of the President (or designee) award recommendation with the Authority, the Respondent must execute the Agreement within seven (7) calendar days after such Agreement is presented to the Respondent. Upon notification of award recommendation, the Respondent must provide the required insurance within the time specified in the Agreement.

4.7 FAILURE TO COMPLETE CONTRACT AWARD REQUIREMENTS

Failure to furnish the required evidence of insurance or to execute the required documents, as referenced in Section 4.6 "Contract Award", may constitute a repudiation of the Respondent's Qualification Statement, and may result in the annulment of the award and result in forfeiture of any deposits and bonds provided pursuant to this RFQ. The award may then be made to the next ranked responsive/responsible Respondent, or all remaining Respondents may be rejected and the RFQ re-advertised.

4.8 RIGHTS OF PROTEST

A recommendation for contract award or rejection of award may be protested by a bidder or proposer.

Any question, issue, objection or disagreement concerning, generated by, or arising from the published requirements, terms, conditions or processes contained or described in the solicitation document shall be deemed waived by the protester and shall be rejected as a basis for protest unless it was brought by that bidder or proposer to the attention, in writing, of the procurement agent, buyer, contracting officer or other contact person in the Authority department that issued the solicitation document, at least two (2) working days (not less than forty-eight (48) hours) prior to the hour of bid opening or proposals submission.

A protest hereunder may not challenge the relative weight of the evaluation criteria or the formula specified for assigning points therefore contained in bid, request for proposals or request for qualifications specifications.

The bidder or proposer must file a written intent to protest with the Director and shall mail it to all participants in the competitive process and to the Authority Legal Department within three (3) working days of the filing of the Manager's recommendation with the Authority. Within three (3) working days after the filing of a written intent to protest, the protester shall then file with the Director all pertinent documents, stating with particularity the specific facts and grounds on which the protest is based and shall include supporting evidence, as well as the corresponding filing fee, and shall mail copies to all participants in the competitive process and to the Authority. Other facts, grounds, documentation or evidence not contained in the protester's submission to the Authority at the time of filing the protest shall not be permitted in the consideration of the protest, except for such additional evidence as is allowed during the course of the protest proceedings. A hearing examiner shall be appointed to hear the protest and submit a written report and recommendation to the Board of Director (or designee) within twenty (20) working days of the filing of the protest (maximum 25 working days if hearing examiner consents to an extension request). Failure to timely file the written protest shall constitute a waiver of the right to protest the award recommendation.

4.9 CERTIFIED DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

This Solicitation includes a 20% goal for DBE inclusion. A DBE firm is a firm that is certified

with the Alabama Unified Certification Program (ALUCP). The DBE firm must be certified prior to proposal submittal and must be certified by the Authority or a UCP member, which includes the Alabama Department of Transportation, the Wave Transit System, the Huntsville Airport Authority, the Mobile Port Authority, as well as the Birmingham Airport Authority.

EXHIBIT A – QUESTIONNAIRE FORM

Company Name _____

Address _____

Phone Number _____

Contact Person _____

Email Address _____

Previous Experience:-----

How many years of experience does your company have: _____

References: _____

Will this be:

_____ **Partnership** _____ **Individual** _____ **Joint Venture**

Do you have the authorization to work in the State of Alabama:

EXHIBIT C – ACKNOWLEDGEMENT OF ADDENDA

I _____ acknowledge that on
_____ date, I received the Addendum _____ from the
**Birmingham Airport Authority for the Request for Proposals for Air Service
Development Consulting Services.**

Signed:

Name: _____

Title: _____

Date: _____

EXHIBIT D-1- SINGLE FORM EXECUTION AFFIDAVIT

The Qualified Individual/Company acknowledges that it has carefully examined the RFP, Agreement, and the proposed scope of work for the Air Service Development Consulting Services, as well as the potential additional information.

The Qualified Individual/Company warrants that if its Proposal is accepted, Qualified Individual/Company will contract with BAA in the form of an Agreement and comply with the requirements of the RFP and Agreement documents. Proposer agrees to deliver an executed Agreement to BAA within 30 days of award.

The undersigned guarantees that Qualified Individual/Company's Qualifications meets or exceeds specifications contained in the RFP document.

I affirm that I have read and understand all the provisions and conditions as set forth in this RFP. By submitting this Letter, Qualified Individual/Company consents to the release or disclosure of Proposal data as set forth in the RFP.

I also affirm that I am duly authorized to submit this Proposal; that this company, corporation, firm, partnership, or individual has not prepared this Proposal in collusion with any other Person/Company and that the contents of this Proposal Package have not been communicated by the undersigned nor by any employee or agent to any other Qualified Individual/Company or to any other person(s) engaged in this type of business prior to the official opening of the Proposal Package.

Name of Proposer: _____

Name of Authorized Person: _____

Title of Authorized Person: _____

Business Address of Proposer: _____

Business Email Address of Proposer: _____

Date: _____

Business Phone Number of Proposer: _____

Signature of Authorized Person: _____

STATE OF)
) ss.
COUNTY OF)

This instrument was acknowledged before me on the _____ day of _____,

20_____, by _____, the _____
(name) (title)

on behalf of _____
(name of company/organization)

Notary Public

EXHIBIT D-2 - BUSINESS AND FINANCIAL REFERENCE FORM

Business References (3 required)

1. Name _____ Title _____
 Organization _____ Address _____
 Phone _____ Email _____
 Length of time known Proposer _____
 Describe how reference knows Proposer _____

2. Name _____ Title _____
 Organization _____ Address _____
 Phone _____ Email _____
 Length of time known Proposer _____
 Describe how reference knows Proposer _____

3. Name _____ Title _____
 Organization _____ Address _____
 Phone _____ Email _____
 Length of time known Proposer _____
 Describe how reference knows Proposer _____

Financial or Bank Reference (1 required)

Name _____ Title _____
 Organization _____ Address _____
 Phone _____ Email _____

**EXHIBIT D-2 - AFFIDAVIT
OF NON-COLLUSION**

STATE OF _____

COUNTY OF _____

_____, being first duly sworn
deposes and says

Individual only: that he or she is the Proposer and an individual doing business under the name of _____
in the City of _____ in the State
of _____

Partnership only:

that he or she is the duly authorized representative of
the Proposer, a partnership, doing business under the
name of _____

_____ in the
_____ City of in
_____ the
_____ State of

Corporation only:

that he or she is the duly authorized representative of the
Proposer, a corporation organized and existing under the
laws of _____ the _____ State
of _____

and that the Proposer is filing herewith a Proposal to the Birmingham Airport Authority in conformity
with the specifications therefore on file with the Authority.

Further, the Proposal filed herewith is not made in the interest of or on behalf of any undisclosed
persons, partnership, company, association, organization or corporation; that such Proposal is not
collusive or sham; that said Proposer has not, directly or indirectly, induced or solicited any other
Proposer to put in a sham Proposal, and has not, directly or indirectly, colluded, conspired, connived
or agreed with any Proposer or anyone else to put in a sham Proposal, or that anyone shall refrain
from Proposing; that said Proposer has not in any manner, directly or indirectly, by
agreement, communication, or conference with anyone, sought to fix the Proposal price of said
Proposer or of any other Proposer, or to fix any overhead, profit, or cost element of such Proposal
price or that of any other Proposer, or to secure any advantage against the Birmingham Airport
Authority or anyone interested in the proposed contract; that all statements contained in such
Proposal are true; that said Proposer has not, directly or indirectly, submitted his Proposal or
any breakdown thereof or the contents thereof, or divulged information or data relative thereto,
or paid or agreed to pay, directly or indirectly, any money, or other valuable consideration for
assistance or aid rendered or to be rendered in procuring or attempting to procure the Agreement, to
any corporation, partnership, company, association, organization or to any member or agent thereof,
or to any other individual; and further that said Proposer will not pay or agree to pay, directly or
indirectly, any money or other valuable consideration to any corporation, partnership, company,
association, organization or to any member or agent thereof, or to any other individual, for
aid or assistance in securing the Agreement in the event the same is awarded to the
aforementioned Proposer.

Signed by _____

Sworn before me and subscribed

in my presence this _____ day of _____, 201_____.

_____, Notary Public

EXHIBIT**E****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 non-discrimination provisions of the following statutes and authorities:

- 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);
- 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);
- 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);
- 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;
 - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (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);
- Titles II and III of the Americans with Disabilities Act of 1990, which 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 (42 U.S.C. §§ 12131 -12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- 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).

EXHIBIT F**AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE****(ACDBE) Program**

- A. **Policy:** It is the policy of the Birmingham Airport Authority (Authority) that ACDBEs as defined in 49 CFR Parts 23 and 26 will have an opportunity to participate in the performance of all Authority projects and the Proposer will take all necessary and reasonable steps to ensure that ACDBEs could compete for and perform subcontracts. Proposers will demonstrate that they will subcontract with certified ACDBEs, or clearly demonstrate in a manner acceptable to the Authority its good faith efforts to obtain ACDBE subcontractors. The successful Proposer's ACDBE commitment as stated on their Letter(s) of Intent will be incorporated into the contract and will be enforceable under the terms of the contract.

Proposers are encouraged to refer to the Authority's ACDBE Program and Policy which is posted on the Authority's website: www.flybirmingham.com. Proposers should refer to the directory of ACDBE companies certified and located at www.flybirmingham.com. Additional assistance may be obtained by calling the Authority's Properties and Senior ACDBE Manager at 205-599-0522.

- B. **ACDBE Obligation:** Each contract the Authority executes with the Proposer and each subcontract the Proposer executes with a subcontractor, must include the following clause:

"The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Parts 23 and 26 in the award. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the *Birmingham Airport Authority* deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible".

- c. **Certification of Eligible ACDBEs:** To ensure the eligibility of ACDBEs proposed to participate on the contract, all ACDBEs must be certified by the Authority or another agency within the Alabama Unified Certification Program at the time of the bid opening date. Certification applications may be found on the Authority's website at www.flybirmingham.com, under the ACDBE information section or at the Authority's office.

ACDBEs must be certified with the Authority at the time Proposals are received.

Any firm having questions regarding its eligibility as a ACDBE should contact the Properties and Senior ACDBE Manager regarding certification requirements at 205-599-0522.

- D. **ACDBE Goals:** ACDBE Goals are established for each specific prime contract with subcontracting opportunities.

The ACDBE goal for participation on this contract shall be at least **10%** of the dollar value of the Prime Contract. Only ACDBEs certified with the ALUCP will count toward the Contract Goal. In accordance with the Authority's policy, "A recipient may count expenditures of materials and supplies obtained from a ACDBE Manufacturer at 100% of the cost of the materials or supplies toward ACDBE Goal." In accordance with the Authority's policy, "A recipient or Contractor may count toward its ACDBE Goal 60% of its expenditures for materials and supplies required under a Contract and obtained from a ACDBE regular dealer."

In the event that the Proposer for this solicitation qualifies as an eligible ACDBE, the Contract Goal will be deemed to have been met, if the Proposer performs at least the prescribed ACDBE Contract Goal percentage of **(10%)** the Work with its own forces. The Proposer will be required to submit information concerning those

ACDBEs that will participate in this Contract at the time its Proposal is submitted to the Authority.

The information will include the names and addresses of each ACDBE, description of the Work to be performed by each named ACDBE firm, Sub Contract the dollar amount of said Work and percent of the Contract, written documentation of the Proposer's commitment to use a ACDBE subcontractor whose participation it submits to meet a contract Goal, and written confirmation from the ACDBE subcontractor that it will be participating in the Contract provided in the Prime Proposer's Proposal. Failure of the Proposer to submit the required ACDBE information in its Proposal may render the Proposal non-responsive. If the Proposer fails to achieve the Goal stated herein, the Proposer will be required to provide documentation demonstrating that the Proposer made "Good Faith Efforts" in attempting to do so.

E. Proposer Efforts to Meet ACDBE Subcontract Goals:

1. In all contracts, the successful Proposer will satisfy the Authority that it has made "Good Faith Efforts" to utilize ACDBEs in meeting the established ACDBE Goal. "Good Faith Efforts" are those efforts that could reasonably be expected to result in ACDBE Goal attainment by a Proposer who aggressively and actively seeks to obtain ACDBE participation. Efforts that are merely "Pro Forma" are not "Good Faith Efforts" to meet ACDBE Goals.
2. The Authority will require Proposers to submit documents that show that they obtained enough participation from certified ACDBEs to meet the ACDBE Goals. Failure to provide such information may render the Proposal non-responsive. However, the Authority reserves the right to require such additional and supplemental information solely for the purpose of clarifying the ACDBE information submitted by the Proposer. The initial good faith determinations for the Authority will be the Properties and Senior ACDBE Manager.

- F. **Proposer's ACDBE Assurance:** Each Proposer will submit written assurance of its ability to meet the prescribed Goal in its Proposal. Proposers may be considered non-responsive and may be ineligible for award of Contract if their Proposal does not contain this Assurance. The Proposer agrees to indemnify the Authority from the loss of any funds or other damages that may result from Proposer's failure to achieve the ACDBE Goal set forth herein or to establish a good faith effort to do so, including attorney's fees and costs associated with said failure by Proposer or good faith investigation by Authority. Failure of Proposer to achieve the ACDBE Goal as Proposal without showing a "Good Faith Effort" to do so will be considered a material breach of the Contract. The determination of whether Proposer's efforts were made in "Good Faith" will be made by Authority.

ATTACHMENT 1

***** ACDBE LETTER OF INTENT *****

Failure to complete this statement may be grounds for rejection of Statement of Qualifications.

Name of Prime Consultant's Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Email: _____

Prime Consultant's Firm Anticipated Contract Percentage or dollar Amount: \$ _____

Percentage of Contract Amount performed by Prime Consultant Firm: _____%

Name of ACDBE Sub-Consultant Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Email: _____

ACDBE Sub Consultant 's Anticipated Contract Percentage or Amount: \$ _____

Identity of ACDBE (e.g. Hispanic, American Indian, Black, Female, etc.) _____

Check the appropriate box if the ACDBE is a material supplier:

___ Materials and supplies obtained from a ACDBE Manufacturer (counts as 100% towards goal)

___ Materials and supplies obtained from a ACDBE Regular Dealer (counts as 60% towards goal)

Description of work to be performed by ACDBE firm:

Anticipated Percentage or Amount of Subcontract: \$ _____

COMMITMENT

The Prime Consultant is committed to utilizing the above-named ACDBE firm for the work described above:

By: Print Name: _____ Date: _____

(Signature of Authorized Representative) (Title) (Name of ACDBE Firm)

AFFIRMATION

The above-named ACDBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: Print Name: _____ Date: _____

(Signature of Authorized ACDBE Representative) (Title) (Name of ACDBE Firm)

If the Prime Bidder does not receive award of the prime contract, any and all representations in this Letter of Intent will be null and void.