

# REQUEST FOR BIDS ATM CONCESSION

## BIRMINGHAM AIRPORT AUTHORITY

**NOVEMBER  
2018**

**Bids are due to BAA Offices no later than  
2:00 p.m. central time on  
JANUARY 3, 2019.**

A mandatory Pre-Bid conference will be held on **Tuesday, November 27, 2018** at **2:00 p.m.** central time to answer questions regarding this RFB package.  
**Bidders are REQUIRED to attend in person or via teleconference.**

**AIRPORT CONTACT PERSON:**

Diane Gillam  
Properties and Senior DBE Manager  
Birmingham Airport Authority  
5900 Messer Airport Highway, Birmingham,  
Alabama 35212

Email:

[dgillam@flybirmingham.com](mailto:dgillam@flybirmingham.com)



**REQUEST FOR BIDS  
BIRMINGHAM-SHUTTLESWORTH INTERNATIONAL  
AIRPORT**

**AUTOMATED TELLER MACHINE CONCESSION  
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## **SECTION I – NOTICE OF REQUEST FOR BIDS**

The Birmingham Airport Authority (“BAA”) invites the submission of bids from all interested and qualified bidders desiring to operate and manage the Automated Teller Machine (“ATM”) Concession at the Birmingham-Shuttlesworth International Airport (“BHM” or “Airport”). Bidders are defined as the entity that signs Exhibit A (“Bidder”).

BHM is one of the state’s busiest airports with approximately two million seven hundred thousand (2.7) million passengers per year. BHM provides flights within the United States. Additional information about BHM Airport and BAA is available at [www.flybirmingham.com](http://www.flybirmingham.com).

The Airport is often a visitor's first impression of the region. The BAA has completed significant upgrades and a terminal modernization which has greatly increased and enhanced the revenue and customer satisfaction.

**IT IS IMPERATIVE THAT ALL BIDDERS READ, REVIEW AND UNDERSTAND THIS RFB AND ALL EXHIBITS AND ATTACHMENTS. YOUR ATTENTION IS SPECIFICALLY DIRECTED TO THE DRAFT AGREEMENT ATTACHED. SPECIFIC TERMS AND CONDITIONS OF THE AGREEMENT TO BE AWARDED UNDER THIS RFB ARE CONTAINED THEREIN.**

## **SECTION II – INSTRUCTIONS TO BIDDERS**

### **A. BID DEADLINE**

The deadline for bid submission is stated on the cover page of this RFB. Each bid must be in the format set forth in Section V.B., including all required Exhibits and/or Attachments. Bids received after the due date and time listed on the cover of this RFB may not be accepted and may be returned, unopened, to the Bidder.

Bidder must submit one (1) unbound original and seven (7) bound identical copies of the bid and one (1) electronic copy of the bid, either on a flash drive or CD, in a suitably sized envelope or box. The outside of the package should clearly identify the name of the Bidder. All bids are to be delivered to the Airport Contact Person at the following address:

Birmingham Airport Authority  
2018 ATM  
BID  
Attention: Diane Gillam  
1710 40<sup>th</sup> Street North, Suite D  
Birmingham, Alabama 35212  
205-599-0522  
[dgillam@flybirmingham.com](mailto:dgillam@flybirmingham.com)

### **B. PRE-BID CONFERENCE**

#### **1. Meetings**

BAA has scheduled a **mandatory** pre-bid conference on the date stated in the Bid and Award Schedule found in Section III. A. to review the RFB and answer questions

related to the RFB. The conference will be held in the BHM Airport Conference Center in Meeting Room B, located on the lower level, reached through Door 4L. In order to meet the mandatory requirement, Bidders may dial into a conference number provided upon request in lieu of on-site attendance. BAA will not accept bids from those not attending the meeting (physically or via conference call). Interested Bidders are strongly encouraged to send a qualified representative who is able to competently represent it or its company's best interests to the pre-bid conference. Allow enough time for the conference and facility tour.

**Interested parties must RSVP by emailing [djillam@flybirmingham.com](mailto:djillam@flybirmingham.com) before Monday, November 26, 2018 in order to attend the pre-bid conference.**

## **C. PRE-BID QUESTIONS**

### 1. Questions

BAA invites any and all questions referencing this RFB by Tuesday, December 4, 2018. Questions submitted after 4:00 P.M. on December 4, 2018 may be ignored. In an effort to be sure that your questions are properly understood and answered, your questions **MUST** be e-mailed or mailed to the Airport Contact Person at [djillam@flybirmingham.com](mailto:djillam@flybirmingham.com).

If discrepancies or omissions are found by any prospective Bidder or there is doubt as to the true meaning of any part of this RFB, a written request for a clarification or interpretation must be e-mailed or mailed to the Airport Contact Person by the question deadline stated above. BAA will not answer any questions by telephone or in person. BAA will issue addenda as necessary to respond to questions submitted.

### 2. Addenda

Following the pre-bid conference, BAA may issue addenda to the RFB to make any necessary clarifications or corrections and to address questions submitted. This addendum will include a listing of all persons and contact information for those in attendance.

BAA is not responsible for any explanation, clarification, interpretation or approval made or given in any manner except by addendum. A copy of each addendum will be made available to each person who attended the pre-bid conference and additional copies will be made available upon request.

Any addenda so issued are to be considered as part of this RFB.

## **D. BIDDER RESPONSIBILITY**

Each Bidder must carefully examine the RFB and related documents and the facilities of the Airport. Each Bidder must judge for itself as to the completeness of all requirements, conditions and circumstances in the RFB. Failure on the part of any Bidder to make such examination and to investigate thoroughly the RFB and related documents will not constitute a ground for declaration by a Bidder that it did not understand the conditions with respect to its bid.

## **E. WITHDRAWAL OF BID**

Bids may not be withdrawn after the bid due date. In submitting the bid, the Bidder agrees that the bid and deposit will remain valid for 180 calendar days after the deadline for

submission of bids and may be extended beyond that time by mutual agreement. Withdrawal of any bid after the deadline will result in the forfeit of the bid deposit.

**F. UNACCEPTABLE BIDS**

The Authority reserves the right not to award a contract to any person, firm or corporation that is in arrears or in default to BAA upon any debt or under any contract, whether as surety or otherwise, or where such bidder has failed to perform faithfully under previous contract with the BAA.

**G. AIRPORT CONTACT PERSON**

From the date the RFB is issued through the Commission award, Bidders shall not contact any members of BAA staff in any way related to this RFB process, except the Airport Contact Person as referenced on the cover page of this RFB.

**SECTION III – INFORMATION FOR BIDDERS**

**A. BID AND AWARD SCHEDULE**

November 27, 2018	Mandatory pre-bid conference 2:00 p.m. central time.
December 4, 2018 by	Last day for receipt of any questions concerning the RFB 4:00 p.m. CT.
<b>January 3, 2019</b>	<b>All Bids due to BAA General Offices at 5900 Messer-Airport Highway if in person, or 1710 40<sup>th</sup> Street North, Birmingham, AL 35212 if via mail or UPS/Fed-Ex by 2pm Central Time.</b>
TBA	Board to be presented the recommendation for award (12:00 p.m. CT).
TBA	Board considers the recommendation for award of the Automated Teller Machine Concession (12:00 p.m. CT).
March 1, 2019	Automated Teller Machines Concession Lease Agreement estimated start date.

BAA reserves the right to adjust the schedule as necessary.

**B. OVERVIEW AND SCOPE OF RFB**

The purpose of this RFB is to select a concessionaire who will best fulfill BAA's program goals and objectives as delineated in this RFB. The selected bidder will be responsible for installing and operating an ATM concession, in place of the current concession, at the Airport.

There are currently ATMs located throughout the terminal including ATMs located pre- and post-security. There are currently four (4) ATMs located in the flow of traffic. In addition, existing and/or future banking or credit union facilities may operate an ATM within their leased premises. This ATM Concession shall not provide the successful bidder with an

exclusive right to operate ATMs at the Airport.

1. General Description of the Opportunity

BAA will provide floor space and electric and data utilities for the installation of ATMs. Locations for the ATMs can be found in Exhibit F. BAA reserves the right to change proposed ATM locations at any time.

2. ATM Concession Goals & Objectives

BAA seeks an ATM operator who will:

- a. Provide a quick, reliable, convenient ATM experience.
- b. Place a minimum of three (3) ATMs at the locations specified within this RFB to provide the passengers of the Airport banking accessibility.
- c. Provide valuable services that may not be currently offered at the Airport.
- d. Improve the overall appearance of ATM Machines throughout the Terminal to reflect as much as possible the overall design guidelines of the Airport.
- e. Provide reliable, non-routine service and maintenance of ATM Machines, thereby minimizing the downtime of Machines due to the lack of cash or other mechanical malfunction.
- f. Maximize revenue to BAA.

**C. AUTOMATED TELLER MACHINE REQUIREMENTS**

The ATMs shall be freestanding Machines similar in size to the currently existing machines (though neither of these particular sizes are required) and requiring only standard electrical power and data connections.

Operator(s) will be responsible for installing, at its own expense, electrical service if not already existing to each proposed, future, and/or temporary ATM location, as well as any conduit and/or wiring required by each ATM.

BAA shall provide and pay for monthly electrical service associated with the operation of the ATM's. The Operator shall be responsible for the monthly telephone fees associated with the operation of the ATMs, if necessary. All other costs relating to the installation, operation and maintenance of the ATMs are the sole responsibility of the Bidder.

No display advertising, including displays commonly referred to as toppers, shall be permitted on or about the ATM Machines without BAA written approval. All display advertising of any type shall be subject to BAA written approval.

All ATMs need to provide, at a minimum, all of the following services:

1. Bilingual Capability (English and Spanish)
2. Dispense

3. Allow Balance Inquiries
4. Process transfers between accounts

The Operator must comply with the American Disabilities Act (ADA) requirements at all locations.

## **SECTION IV – SUMMARY OF BUSINESS TERMS**

All terms will be set forth in the Agreement entered into between BAA and the successful Bidder. A summary of key business terms is provided here for reference. The terms of the Agreement will govern if any discrepancies exist between this summary and the Agreement.

### **A. TERM OF AGREEMENT**

The term of the Agreement(s) shall be five (5) years, with two one (1) year options at the BAA's discretion and with advance notice.

### **B. RENT AND OTHER CHARGES**

Operator(s) shall pay as rent to BAA in each year the Minimum Annual Guarantee ("MAG") plus any additional fees provided.

#### 1. Minimum Annual Guarantee (MAG)

Bidders shall bid the MAG for the ATM concession per Exhibit E. The MAG is to be provided to the Authority as Bidder anticipates paying per year.

- a. The year one (1) MAG shall be at the bidder's discretion.
- b. The MAG shall be submitted per location, with a minimum of three (3) locations.

#### 2. Concession Fee

The successful bidder has the option of providing, within their bid, a potential Concession Fee. This fee is not required.

### **C. CONDITION OF PREMISES**

The airport space will be delivered in "as-is" condition prior to construction. The successful Bidder will be responsible for all design, signage and construction work in accordance with BAA Design and Construction Standards. A copy of BAA's Design and Construction Standards may be obtained from the BAA's designated representative by email at [djillam@flybirmingham.com](mailto:djillam@flybirmingham.com).

## **SECTION V – BID REQUIREMENTS**

### **A. SELECTION PROCESS**

Each bid will be evaluated according to the following process to determine how well it meets the requirements of this RFB. The Authority is not bound by the Review Team recommendation in making its final selection.

1. Minimum Requirements

Each bid must meet the Minimum Requirements found within this RFB. Those bids failing to meet the Minimum Requirements as stated within each section, including completeness, format and content, may be rejected without further evaluation.

2. Evaluation

The Review Team may verify and substantiate all information contained in each bid. Bidders may be asked to revise, clarify and/or provide additional information during the bid review process. These requests will require prompt action by the Bidder. Those bids not rejected will be evaluated by the Review Team. The Review Team consists of BAA staff from several areas of expertise.

3. Review Team Recommendation

The Review Team will make its recommendation for award to the Board of Directors Finance Committee. The recommendation memorandum to the Finance Committee will be posted on BAA's website at [www.flybirmingham.com/BHM/DoingBusiness](http://www.flybirmingham.com/BHM/DoingBusiness) approximately two (2) days before the Finance Committee meeting at which the recommendation will be considered.

4. Authority Decision

BAA's Board of Directors Business Development Committee will consider the Review Team's recommendation and make its recommendation to the full Board of Directors. (See Section III.A. Bid and Award Schedule.) The full Board makes the final selection decision. Any Bidder may request to speak at either the Business Development Committee meeting or at the full Board of Directors meeting.

5. Award of Agreement

BAA will notify the successful Bidder. The selected Bidder must fully execute and deliver the signed Agreement to BAA, within thirty (30) days after receipt of the Agreement in the form negotiated by BAA and the Bidder. The Agreement will be substantially in the form of the sample Agreement attached to this RFB as Exhibit H. BAA reserves the right to extend the thirty day timeline as necessary.

In the event that a bidder fails to enter into an Agreement with BAA, defaulting bidder's bid deposit shall be subject to forfeiture hereunder and BAA may award the concession to another bidder.

**B. BID FORMAT**

Each bid should be typewritten in a standard 8 ½" x 11" page format not to exceed fifteen (15) pages; single sided, excluding graphics, exhibits and/or other attachments. The pages shall be numbered and sections of the bid shall be titled and tabbed consecutively (as numbered below).

1. Executive Summary



Include an Executive Summary of the important features of the bid identifying the Bidder and stating other general information that the Bidder desires to include regarding the Bidder's business organization, contacts and related numbers and addresses.

## 2. Minimum Requirements

Any individual, partnership, joint venture, or corporation submitting a Bid must demonstrate that the minimum qualifications listed below have been met at the time the bids are due in order to have its bid considered. The minimum qualifications include:

### a. Bid Deposit

All Bidders are required to provide a Bid Deposit in the amount of ten thousand dollars (\$10,000.00), in the form of a certified check, a cashier's check or a Bid Bond in such form and substance acceptable to BAA. Checks should be made payable to the Birmingham Airport Authority.

No bid will be reviewed unless accompanied by the Bid Deposit. Enclose the deposit with the original unbound bid. Copies of the Bid Deposit must be included within each copy of the bid. Deposits will be held/or deposited until execution of the Agreement with the successful Bidder. If you are notified that you have been unsuccessful or disqualified, your deposit will be returned to you. If you are the successful bidder, a Security Deposit may be required, as noted in the enclosed sample Agreement (See Exhibit H). No interest will be paid to Bidders on this Bid Deposit.

### b. Experience

Bidder must currently manage or operate a network of at least fifty (50) ATMs at one (1) or more locations for at least the previous three years.

### c. References

Provide a minimum of three (3) business references and one (1) financial reference.

### d. Financial Background

Bidders must be a Federal Deposit Insurance Corporation (FDIC) or National Credit Union Administration (NCUA) Approved Financial Institution capable of performing ATM services throughout the entire term of the Agreement.

### e. No Legal Action

Have no pending, active or previous legal action that could, in BAA's sole judgment, prevent the Bidder from fulfilling the terms of an agreement.

### f. Bid Format

Provide a bid in the form and format prescribed in this RFB.

## **C. PROPERLY EXECUTED BID FORM**

Acknowledgment Form must be executed in the legal name of the proposing entity, followed by the signature of the officer authorized to sign for the Bidder or sole proprietor and the printed or typewritten name of the officer and office held.

If the signatory is not a corporate President, Vice President, or general partner, please provide evidence of the signatory's authority. In the event of a joint venture bid, officers authorized by all entities must sign the Bid Acknowledgment Form. The address and telephone number of the Bidder must be typed or printed on the form.

**D. MAG / OUT-OF-NETWORK FEE AND SURCHARGES**

The MAG will be bid for each year of the contract and for each location requested. In addition to the MAG, the financial offer must include the out-of-network fee and surcharge fee the Bidder plans to charge. Bidder must show that the surcharge and any out-of-network fees are comparable to ATM locations within the Birmingham metropolitan area. Bidders must state their MAG for each agreement year using Exhibit E and state their out-of-network and surcharge fees using Exhibit G to be approved by BAA.

**E. FINANCIAL BACKGROUND INFORMATION AND REFERENCE CHECK**

In order to judge bidders qualifications under Section V.B.2.d., we ask that you include the following historical financial information for the proposing entity and any joint ventures or affiliate entities.

- a. Balance sheet, statement of cash flow and income statements for the last two (2) fiscal years prepared in accordance with Generally Accepted Accounting Principles ("GAAP"), reflecting the current financial condition of Bidder. Also, include an interim balance sheet and income statement of any significant financial events occurring subsequent to the closing date of the most recent financial statements.
- b. A statement declaring whether Bidder has ever declared bankruptcy, filed a petition in any bankruptcy court, filed for protection from creditors in bankruptcy court, had involuntary proceedings filed in bankruptcy court against Bidder, or had a receiver appointed for oversight of any of Bidder's assets. Bidder shall provide an explanation of and report the status of each occurrence.

**F. AWARD**

Bids will be evaluated by calculating the total MAG for all three (3) years of the term by total locations bid.

**G. LOW TIED BID POLICY**

BAA Staff will recommend to the Business Development Committee a resolution of low tied Bids in a manner deemed to be in the best interest of BAA.

**SECTION VI - AUTHORITY RESERVATIONS**

- A. BAA reserves the right to award Agreements on the basis of the bids submitted and/or to solicit best and final offers, and/or to negotiate with Bidders for modification of the successful bids, at BAA's option. By submission of its bid, the Bidder agrees to be legally bound thereby if BAA accepts its bid. BAA reserves the right to reject any or all bids and to waive any minor irregularities, informalities or discrepancies, and to award the Agreement to the Bidder best meeting the needs of BAA as determined by the Authority.
- B. BAA will not be obligated to respond to any bid submitted nor shall it be legally bound in any manner whatsoever by the receipt of a bid.
- C. Each Bidder must carefully examine the RFB and related documents, the plans with

respect to the concession areas, and the facilities at the Airport. Each Bidder must judge for itself as to the completeness of all conditions and circumstances in the RFB for this concession. Failure on the part of any Bidder to make such examination and to investigate thoroughly the RFB and related documents will not constitute grounds for declaration by a Bidder that it did not understand the conditions with respect to its bid.

- D.** Any and all Agreements arising out of bids submitted (including any negotiations that follow) will not be binding on BAA, its officers, employees, or agents unless duly executed by the President and CEO or his designee following approval by the Board of Directors.
- E.** Statistical information contained in these documents is for informational purposes only. BAA is not responsible for any inaccuracies or interpretations of this data. BAA makes no representations as to future enplanements, revenues, or delivery volumes.
- F.** BAA reserves the right to postpone the bid submittal due date and/or Agreement start dates.
- G.** Should the successful Bidder fail to execute and deliver the Agreement within the thirty (30) day time period as referenced in Section V.A.5, BAA is free to negotiate an Agreement with the next best Bidder and retain the bid deposit forfeited by the first successful Bidder.
- H.** Available BAA reports are provided as a convenience to the Bidder without any warranty whatsoever by BAA. The Bidder must make its own conclusions and interpretations from the data supplied by BAA and from information available from other sources.
- I.** BAA's selection of a successful Bidder, either from among the Bidders responding to this RFB, or otherwise, as herein set forth, will be made solely at its discretion regardless of the data submitted by any Bidder. The Review Team and the Commission will evaluate any and all factors, as it considers appropriate. BAA may consult all personal, business and financial references familiar with Bidder's prior operations and management of prior projects. Submission of Bidder's response to the RFB will constitute permission for BAA to make such inquiries and authorization to third parties to respond thereto.
- J.** All bids received shall become BAA's property and will not be returned. BAA reserves the right to retain or discard bids following the conclusion of this RFB process.

## **SECTION VII – BIRMINGHAM AIRPORT AUTHORITY** **DATA PRACTICES**

### **A. BID DATA**

Once a bid is opened, the name of the bidder and the price bid becomes public. All other information in the bid does not become public until BAA has completed its evaluation and ranked the responses, which typically occurs when the staff memo recommending award is mailed (or emailed) to the appropriate committee. Therefore, most bid information does not become public until after the BAA staff's memo recommending award is mailed (or emailed) to the appropriate BAA committee. After BAA has completed its evaluation and ranked the responses, the evaluative data (data created or maintained by BAA as part of the evaluation process) and the bid information becomes public with the exception of information marked "Private and Confidential" which will only include financial information on the company in question.

A statement by a Bidder that his or her data is copyrighted or otherwise protected does not prevent public access to the data contained in the response at such time that the data would otherwise become public.

Prior to the mailing of the staff memo recommending award, Bidders cannot look at bids submitted by other Bidders or data created by BAA as part of the selection process. During that process, members of the Review Team as approved by BAA, BAA staff, BAA Board of Directors, and outside advisors who have signed confidentiality Agreements may be informed of the data in the bids and may view the bids. Also, prior to the mailing of the staff memo, bidders may discuss the bids with the BAA Board of Directors, but the BAA Board of Directors are not able to reveal the contents of the other bids.

In the public Board of Directors meetings of the BAA, Directors are able to discuss any trade secret information submitted in the bids to the extent reasonably necessary to conduct the business at hand. That data, however, retains its classification as private or nonpublic.

If all responses to a request for bids are rejected by the Commission prior to completion of the evaluation process and ranking, all bid data, other than that which was made public at the time of bid opening, remains private or nonpublic until a re-solicitation of the bids results in "completion of the selection process" or a determination is made to abandon the process. If the rejection occurs after "completion of the selection process," the data remains public. If a re-solicitation of bids does not occur within one year of the bid opening date, the remaining data then becomes public

In order to facilitate the treatment of this data, please identify the items in your bid that are not public.

### **B. ACKNOWLEDGEMENT**

By submitting a bid, the Bidder consents to the release or disclosure of information contained in its bid, as described in this section. The Bidder agrees that BAA will have no liability for any disclosure required by court order or allowed by a state advisory opinion, or as set forth in this section.

### **C. DATA ON INDIVIDUALS**

Persons who supply data about themselves in response to this RFB are entitled to know the following information:

1. The information requested will be used to evaluate the bids;

2. The Bidder is not legally required to supply this information;
3. Failure to supply information may result in a determination by BAA that the bid is non-responsive; and
4. The public is authorized by law to receive information that is not classified by law as private, confidential, or nonpublic data.

**The remainder of this page intentionally left blank**

**EXHIBIT A - BID ACKNOWLEDGMENT FORM**

The Bidder acknowledges that it has carefully examined the RFB, Agreement, and the proposed locations for the ATM Concession.

The Bidder warrants that if its bid is accepted, Bidder will contract with BAA in the form of an Agreement and comply with the requirements of the RFB and Agreement documents. Bidder agrees to deliver an executed Agreement to BAA within 30 days of award. Upon approval of the Agreement by BAA, BAA staff and the Airport Contact will expedite the design approval and construction process.

The undersigned guarantees that Bidder's bid meets or exceeds specifications contained in the RFB document.

I affirm that I have read and understand all the provisions and conditions as set forth in this RFB. By submitting this bid, Bidder consents to the release or disclosure of bid data as set forth in the RFB.

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

Name of Bidder: \_\_\_\_\_

Name of Authorized Person: \_\_\_\_\_

Title of Authorized Person: \_\_\_\_\_

Business Address of Bidder: \_\_\_\_\_

Business Email Address of Bidder: \_\_\_\_\_

Date: \_\_\_\_\_

Business Phone Number of Bidder: \_\_\_\_\_

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 B - BID CHECKLIST**

This bid checklist is provided as a convenience to Bidders. If any discrepancies exist between this checklist and other parts of the RFB, the RFB shall govern.

1. \_\_\_\_\_ Executive Summary
2. \_\_\_\_\_ Minimum Requirements (including Bid Deposit)
3. \_\_\_\_\_ Exhibit A Properly Executed Bid Acknowledgement Form
4. \_\_\_\_\_ Exhibit C Business and Financial Reference Form
5. \_\_\_\_\_ Exhibit D Affidavit of Non-Collusion
6. \_\_\_\_\_ Exhibit E Bid Form
7. \_\_\_\_\_ Exhibit G Pricing Policy Comparisons
8. \_\_\_\_\_ Pages are numbered consecutively throughout bid
9. \_\_\_\_\_ Sections are labeled and tabbed
10. \_\_\_\_\_ Bid does not exceed 15 pages (excluding exhibits and attachments)
11. \_\_\_\_\_ Any trade secret information labeled "not public"
12. \_\_\_\_\_ Other exhibits that must be submitted

**EXHIBIT C - BUSINESS AND FINANCIAL REFERENCE FORM**

**Business References (3 required)**

1. Name \_\_\_\_\_ Title \_\_\_\_\_  
Organization \_\_\_\_\_ Address \_\_\_\_\_  
Phone \_\_\_\_\_ Email \_\_\_\_\_  
Length of time known Bidder \_\_\_\_\_  
Describe how reference knows Bidder \_\_\_\_\_

2. Name \_\_\_\_\_ Title \_\_\_\_\_  
Organization \_\_\_\_\_ Address \_\_\_\_\_  
Phone \_\_\_\_\_ Email \_\_\_\_\_  
Length of time known Bidder \_\_\_\_\_  
Describe how reference knows Bidder \_\_\_\_\_

3. Name \_\_\_\_\_ Title \_\_\_\_\_  
Organization \_\_\_\_\_ Address \_\_\_\_\_  
Phone \_\_\_\_\_ Email \_\_\_\_\_  
Length of time known Bidder \_\_\_\_\_  
Describe how reference knows Bidder \_\_\_\_\_

**Financial or Bank Reference (1 required)**

Name \_\_\_\_\_ Title \_\_\_\_\_  
Organization \_\_\_\_\_ Address \_\_\_\_\_  
Phone \_\_\_\_\_ Email \_\_\_\_\_  
\_\_\_\_\_





**EXHIBIT E – ATM CONCESSION BID SHEET**  
**BIRMINGHAM AIRPORT AUTHORITY**

AT

BIRMINGHAM-SHUTTLESWORTH INTERNATIONAL AIRPORT

Birmingham, Alabama

To Birmingham Airport Authority:

For the operation of an ATM Concession at Birmingham-Shuttlesworth International Airport, Birmingham, Alabama, in the areas specified and subject to the terms and conditions as set forth in the specifications for the AGREEMENT FOR CONCESSION TO OPERATE ATMs AT BIRMINGHAM-SHUTTLESWORTH INTERNATIONAL AIRPORT, such specifications including as part thereof the following:

1. Request For Bids
2. Exhibits A – I

**ATM Locations:**

**Potential  
Locations:  
Baggage Claim  
A  
Baggage Claim  
C  
AIR SIDE A  
AIR SIDE C**

The undersigned in furtherance of this offer proposes to pay to the Birmingham Airport Authority the following minimum annual guarantees based on the concession fees as contained in the specifications. Please state your MAG for each agreement year. Bidders shall set a MAG for the ATM concession.

YEAR	MAG Bid	Location
1		
2		
3		
4		
5		

The BAA reserves the right to award contracts on the basis of the bids submitted or to negotiate with one or more bidders, at its option. In addition to the Authority's right to reject unacceptable bids per section II. F. above, BAA reserves the right to reject any or all bids, and to waive minor irregularities, informalities or discrepancies in the bid documents, and to award the contract to the bidder best meeting the needs of BAA as determined by the Authority. Upon rejection of bids, the Authority may re-advertise or otherwise award the desired concessions.

It is understood that the bid guarantee will be forfeited to the Authority as liquidated damages in the event the undersigned, if awarded the concession, fails to enter into a lease agreement, furnish performance bond, and otherwise comply with the requirements of the aforesaid specifications.

It is further understood, if the undersigned is an unsuccessful bidder, its bid deposit will be returned no later than upon execution of agreement by the successful bidders but in no event later than one hundred eighty (180) days after the date of opening bids. The undersigned bidder is bound by this offer for a period of one hundred eighty (180) days following the dates of opening of bids.

By \_\_\_\_\_  
 Title \_\_\_\_\_  
 Company \_\_\_\_\_

**EXHIBIT F - LOCATIONS**

**See attached.**

**EXHIBIT G - PRICING POLICY COMPARISONS**

BAA has adopted a Pricing Policy which requires the Bidder to identify three ATM operations in the Birmingham Metro area to be used as the basis for pricing comparisons relating to the ATM Transaction Fees. The successful bidder may not charge fees in excess of those imposed at the comparable locations below.

During the term of the lease, fees will be checked to assure compliance with this policy. If the Bidder has existing locations in the Birmingham Metro area, at least one of the Bidder's locations must be specified as a comparable location.

Comparable Location	ATM Surcharge Fee	Address of Comparable Location	Relationship of Comparable Location to Bidder
1)	\$		
2)	\$		
3)	\$		

Bidder's Proposed Surcharge Fee \$\_\_\_\_\_per Transaction at BHM

By \_\_\_\_\_  
 Title \_\_\_\_\_  
 Company \_\_\_\_\_

**EXHIBIT H – SAMPLE LEASE AGREEMENT**

**TO BE PROVIDED AT PRE-BID MEETING.**