

# REQUEST FOR PROPOSALS

## ADVERTISING CONCESSION



**NOVEMBER 2018**

**Proposals are due to BAA General Offices no later  
than**

**2:00 p.m. local central time on  
JANUARY 3, 2019 .**

A mandatory Pre-Proposal conference will be held on **Tuesday, November 27, 2018** at **10:00 a.m.** local central time to answer questions regarding this RFP package.

**Proposers are REQUIRED to attend in person or via  
teleconference.**

**AIRPORT CONTACT PERSON:**

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

Email:

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

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

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## **SECTION I – NOTICE OF REQUEST FOR PROPOSALS**

The Birmingham Airport Authority (“BAA”) invites the submission of Proposals from all interested and qualified Proposers desiring to operate and manage the Advertising Concession at the Birmingham-Shuttlesworth International Airport (“BHM” or “Airport”). Proposers are defined as the entity that signs Exhibit A (“Proposer”).

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 PROPOSERS READ, REVIEW AND UNDERSTAND THIS RFP 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 RFP ARE CONTAINED THEREIN.**

## **SECTION II – INSTRUCTIONS TO PROPOSERS**

### **A. PROPOSAL DEADLINE**

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

Proposer must submit one (1) unbound original and seven (7) bound identical copies of the Proposal and one (1) electronic copy of the Proposal, 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 Proposer. All Proposals are to be delivered to the Airport Contact Person at the following address:

IF MAILED:

Birmingham Airport Authority  
2018  
ADVERTISIN  
G PROPOSAL  
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)

IF HAND DELIVERED:

Birmingham Airport Authority  
2018  
ADVERTISIN  
G PROPOSAL  
Attention: Diane Gillam

**B. PRE-PROPOSAL CONFERENCE**

1. Meetings

BAA has scheduled a **mandatory** pre-Proposal conference on the date stated in the Proposal and Award Schedule found in Section III. A. to review the RFP and answer questions related to the RFP. 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, Proposers may dial into a conference number provided upon request in lieu of on-site attendance. BAA will not accept Proposals from those not attending the meeting (physically or via conference call). Interested Proposers are strongly encouraged to send a qualified representative who is able to competently represent it or its company's best interests to the pre-Proposal conference. Allow enough time for the conference and facility tour.

**Interested parties must RSVP by emailing [dgillam@flybirmingham.com](mailto:dgillam@flybirmingham.com) before Monday, November 26, 2018 to provide your intent to attend the pre-Proposal conference.**

**C. PROPOSAL QUESTIONS**

1. Questions

BAA invites any and all questions referencing this RFP by Tuesday, December 4, 2018. Questions submitted after 4:00 P.M. (local time) on Tuesday, 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 [dgillam@flybirmingham.com](mailto:dgillam@flybirmingham.com).

If discrepancies or omissions are found by any prospective Proposer or there is doubt as to the true meaning of any part of this RFP, 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-Proposal conference, BAA may issue addenda to the RFP 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-Proposal conference and additional copies will be made available upon request.

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

**D. PROPOSER RESPONSIBILITY**

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

**E. WITHDRAWAL OF PROPOSAL**

Proposals may not be withdrawn after the Proposal due date. In submitting the Proposal, the Proposer agrees that the Proposal and deposit will remain valid for 180 calendar days after the deadline for submission of Proposals and may be extended beyond that time by mutual agreement. Withdrawal of any Proposal after the deadline will result in the forfeit of the Proposal deposit.

**F. UNACCEPTABLE PROPOSALS**

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 Proposer has failed to perform faithfully under previous contract with the BAA.

**G. AIRPORT CONTACT PERSON**

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

**SECTION III – INFORMATION FOR PROPOSERS**

**A. PROPOSAL AND AWARD SCHEDULE**

November 27, 2018	Mandatory pre-Proposal conference 10:00 a.m. central time.
December 4, 2018	Last day for receipt of any questions concerning the RFP by 4:00 p.m. CT.
<b>January 3, 2019</b>	<b>All Proposals 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.</b>
TBD	Board to be presented the recommendation for award (Time TBD).
TBD	Board considers the recommendation for award of the Advertising Concession.

**BAA reserves the right to adjust the schedule as necessary.****B. OVERVIEW AND SCOPE OF RFP**

The purpose of this RFP is to select a concessionaire who will best fulfill BAA's program goals and objectives as delineated in this RFP. The selected Proposer will be responsible for installing and operating an advertising concession at the Airport. Such advertising concession shall include proposals for ads, sponsorships, naming rights and other forms of promotion approved by the Authority.

There are currently advertising displays located throughout the terminal including video display screens in the baggage area at both ends of the terminal, static displays on walls in the post-security area, as well as free-standing E-posters located throughout the post-security area of the airport. Additional locations for proposers' consideration are shown in Exhibit G. The location of the current advertising displays, together with the additional locations for the proposer's consideration, shall collectively be referred to as "Approved Locations". This Advertising Concession shall not provide the successful Proposer with an exclusive right to the Advertising Concession.

**1. General Description of the Opportunity**

BAA will provide space for the installation of Advertising locations. Locations for the current installation of advertising locations can be found in Exhibit F. BAA reserves the right to relocate or add proposed locations at any time. Proposer will be responsible for installing electric and/or data connections.

**2. Advertising Concession Goals and Objectives**

BAA seeks an Advertising Concessionaire who will:

- a. Provide an advertising program in the airport that will serve as both a revenue generator and a vehicle to enhance the customer experience at BHM.
- b. Place a minimum of screens to be located in the baggage claim area, as well as static and free standing locations throughout the terminal.
- c. Provide valuable services that may not be currently offered at the Airport.
- d. Improve the overall capabilities of the current Advertising Program while maintaining the integrity of the design of the airport.
- e. Provide reliable, non-routine service and maintenance of the program, thereby minimizing the downtime of Machines due to mechanical malfunctions.

**f. Maximize revenue to BAA.**



C. **SECTION IV – SUMMARY OF BUSINESS TERMS**

All terms will be set forth in the Agreement entered into between BAA and the successful Proposer. 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.

B. **RENT AND OTHER CHARGES**

1. Minimum Annual Guarantee (MAG)

Bidders shall bid the MAG for the Advertising 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 a minimum of \$100,000.00.
- b. The MAG shall be provided as a per year fee.
- c. The Operator shall provide a Percentage Fee at their discretion in their bid.

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. The successful Proposer 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 [dgillam@flybirmingham.com](mailto:dgillam@flybirmingham.com).

D. **MINIMUM INITIAL CAPITAL INVESTMENT AND REPLACEMENT OF DISPLAYS BY CONCESSIONAIRE**

BAA is committed to a balanced Advertising program that enhances the customer experience through creativity and innovation, while maximizing revenue. Therefore, Proposers are encouraged to demonstrate to their fullest, most creative and innovative plan in their Preliminary Design Plan, which shall include a statement of its Minimum Capital Investment. BAA may require the Concessionaire to replace worn out, inoperable or outdated displays at any time.

## A. SELECTION PROCESS

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

### 1. Minimum Requirements

Each Proposal must meet the Minimum Requirements found within this RFP. Those Proposals 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 Proposal. Proposers may be asked to revise, clarify and/or provide additional information during the Proposal review process. These requests will require prompt action by the Proposer. Those Proposals not rejected will be evaluated by the Review Team consistent with Section VII – Criteria for Selection. 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.

### 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. Proposal and Award Schedule.) The full Board makes the final selection decision. Any Proposer may request to speak at either the Finance Committee meeting or at the full Board of Directors meeting, when the Committee and full Board meet to consider the Review Team's recommendation.

### 5. Award of Agreement

BAA will notify the successful Proposer. The selected Proposer 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 Proposer. The Agreement will be substantially in the form of the sample Agreement attached to this RFP as Exhibit H. BAA reserves the right to extend the 30-day timeline as necessary.

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

## **B. PROPOSAL FORMAT**

Each Proposal 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 Proposal shall be titled and tabbed consecutively (as numbered below).

### 1. Executive Summary

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

### 2. Minimum Requirements

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

#### a. Proposal Deposit

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

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

#### b. Experience

Proposer must currently manage or operate a network of at least three (3) advertising concessions at airport locations for at least the previous three successive years.

#### c. References

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

#### d. Financial Background

Proposers must be able to provide financials to verify that they are capable of performing Advertising services with financial viability throughout the entire term of the Agreement.

e. Design concept and minimum requirements.

Utilizing the Approved Locations, proposers are required to submit a preliminary design plan with their proposals. The preliminary design plan shall reflect which locations the proposer plans to utilize, the type of display (for example digital display screen, wrap etc.), each display's planned dimensions, and any other descriptions (for example that clearly describe whether the display is head-on, a wall display, a floor display, or a unit supported by a pole etc.) that will assist to provide the members of the Selection Committee with an accurate depiction of the program design. The successful proposer will be required to complete installation of the preliminary design plan within 120 days of contract award.

f. No Legal Action

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

g. Proposal Format

Provide a Proposal in the form and format prescribed in this RFP.

**C. PROPERLY EXECUTED PROPOSAL FORM**

Be sure to sign and notarize the Proposal Acknowledgment Form (Exhibit A). The Proposal 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 Proposer 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 Proposal, officers authorized by all entities must sign the Proposal Acknowledgment Form. The address and telephone number of the Proposer must be typed or printed on the form.

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

In order to judge Proposers 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 Proposer. 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 Proposer 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 Proposer, or had a receiver appointed for oversight of any of Proposer's assets. Proposer shall provide an explanation of and report the status of each occurrence.

**E. AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE**

**(ACDBE) Program**

It is the policy of BAA that maximum opportunity to participate in the performance of its Services is provided to certified ACDBE firms. B A A has established a goal for ACDBE participation equal to 10% of proposer's gross revenue share. Proposers may utilize a combination of ownership participation, provision of goods and service to achieve its participation goal. BAA has included ACDBE Participation as an evaluation criterion and will expect a thorough Good Faith effort to seek participation per this request. See Attachment A for BAA's guidelines for ACDBE participation and required contract provisions.

**F. AWARD**

Proposals shall be evaluated based upon the criteria set forth in Section VII – Criteria for Selection.

**G. PROPOSAL POLICY**

BAA Staff will recommend to the Finance Committee a resolution of Proposals 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 Proposals submitted and/or to solicit best and final offers, and/or to negotiate with Proposers for modification of the successful Proposals, at BAA's option. By submission of its Proposal, the Proposer agrees to be legally bound thereby if BAA accepts its Proposal. BAA reserves the right to reject any or all Proposals and to waive any minor irregularities, informalities or discrepancies, and to award the Agreement to the Proposer best meeting the needs of BAA as determined by the Authority.
- B.** BAA will not be obligated to respond to any Proposal submitted nor shall it be legally bound in any manner whatsoever by the receipt of a Proposal.
- C.** Each Proposer must carefully examine the RFP and related documents, the plans with respect to the concession areas, and the facilities at the Airport. Each Proposer must judge for itself as to the completeness of all conditions and circumstances in the RFP for this concession. Failure on the part of any Proposer to make such examination and to investigate thoroughly the RFP and related documents will not constitute grounds for declaration by a Proposer that it did not understand the conditions with respect to its Proposal.
- D.** Any and all Agreements arising out of Proposals 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 Proposal submittal due date and/or Agreement start dates.
- G. Should the successful Proposer 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 Proposer and retain the Proposal deposit forfeited by the first successful Proposer.
- H. Available BAA reports are provided as a convenience to the Proposer without any warranty whatsoever by BAA. The Proposer 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 Proposer, either from among the Proposers responding to this RFP, or otherwise, as herein set forth, will be made solely at its discretion regardless of the data submitted by any Proposer. 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 Proposer's prior operations and management of prior projects. Submission of Proposer's response to the RFP will constitute permission for BAA to make such inquiries and authorization to third parties to respond thereto.
- J. All Proposals received shall become BAA's property and will not be returned. BAA reserves the right to retain or discard Proposals following the conclusion of this RFP process.

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

**A. PROPOSAL DATA**

Once a Proposal is opened, the name of the Proposer and the MAG Proposal becomes public. All other information in the Proposal 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 Proposal 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 Proposal 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 Proposer 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, Proposers cannot look at Proposals submitted by other Proposers 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 Proposals and may view the Proposals. Also, prior to the mailing of the staff memo, Proposers may discuss the Proposals with the BAA Board of Directors, but the BAA Board of Directors are not able to reveal the contents of the other

Proposals.

In the public Board of Directors meetings of the BAA, Directors are able to discuss any trade secret information submitted in the Proposals 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 Proposals are rejected by the Commission prior to completion of the evaluation process and ranking, all Proposal data, other than that which was made public at the time of Proposal opening, remains private or nonpublic until a re-solicitation of the Proposals 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 Proposals does not occur within one year of the Proposal opening date, the remaining data then becomes public

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

## **B. ACKNOWLEDGEMENT**

By submitting a Proposal, the Proposer consents to the release or disclosure of information contained in its Proposal, as described in this section. The Proposer 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 RFP are entitled to know the following information:

1. The information requested will be used to evaluate the Proposals;
2. The Proposer is not legally required to supply this information;
3. Failure to supply information may result in a determination by BAA that the Proposal 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**

SECTION VII - CRITERIA FOR SELECTION

1. Criteria. All Proposals received before the Deadline will be reviewed and evaluated by BAA. Respondents will be selected by BAA in priority order for negotiation of the Agreement, based on BAA’s determination, in its sole discretion, as to the Respondent best qualified to perform the Services. Responses shall be evaluated according to the criteria listed below, in order of importance, from highest to lowest with maximum points to be awarded listed.

Scoring Criteria for Request for Qualifications (RFP)	Specific Breakdown of Available Points	Points Available by Sub Category	Total Points Available
1. <u>Experience and Qualifications</u> . Direct professional project experience with projects of the same or similar type, scope and complexity.	Years of Experience based on the scope of work in airports with similar traffic  <hr/> Number of similar projects	20  <hr/> 5	<b>25</b>
1. <u>Disadvantaged Business, Minority Owned, Woman Owned, and Small Business Enterprises</u>	Quantity - Full points awarded to the highest Quantity of participation, based on the proposed participation measured against the Published Goal. Submissions above the Goal receive full points; all others receive the “percentage of available points” in direct ratio to the highest participation.  <hr/> Quality - Proposed participation as evidenced in element of work identified. Example: Work directly related to the scope.	5  <hr/> 5	<b>10</b>



<p>3. <u>Capacity</u>: Exhibited by Proposed Project Plan, Sales and Marketing Plan and Schedule</p>	<p>Proposed quality of work plan indicating creative and innovative design of the media types in the various locations, minimum initial and refurbishment investment, as proposed in the Preliminary Design plan. Proposed Sales and Marketing Plan to promote advertising buys from local, regional, national and international advertisers.</p> <hr/> <p>Proposed schedule of work in relation to the anticipated timeline for completion as exhibited by the resources and personnel available to complete the work in a timely manner. This also includes an assessment of the proposer's ability to fund the proposed improvements and apply to all constituent entities of proposer.</p>	<p>15</p> <hr/> <p>10</p>	<p><b>25</b></p>
<p>4. <u>Organization of Submission</u></p>	<p>Clarity of submission as exhibited by the Respondents attention to detail throughout the document, statement of proposed work, and presentation of the required elements in a logical and well organized fashion.</p> <hr/> <p>Submission of all documentation and in the order requested.</p>	<p>5</p> <hr/> <p>5</p>	<p><b>10</b></p>
<p>5. Proposed Minimum Annual Guarantee (MAG)</p>	<p>Full points awarded to the highest MAG with all other submissions of Respondents calculated in relation to the highest proposed MAG. For example if the highest MAG is \$400,000, and the second highest MAG is \$300,000, the roposer with the highest MAG would receive the full 20 points. Correspondingly, as \$300,000 is 75% of \$400,000, the proponent of the \$300,000 would receive 15 points (75% of 20 points).</p>	<p>30</p>	<p><b>30</b></p>
<p><b>TOTAL</b></p>		<p><b>100</b></p>	<p><b>100</b></p>

**EXHIBIT A - PROPOSAL ACKNOWLEDGMENT FORM**

The Proposer acknowledges that it has carefully examined the RFP, Agreement, and the proposed locations for the Advertising Concession, as well as the potential additional locations.

The Proposer warrants that if its Proposal is accepted, Proposer 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. 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 Proposer’s Proposal 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 Proposal, Proposer 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 Proposer and that the contents of this Proposal as to rent, terms or conditions of said Proposal have not been communicated by the undersigned nor by any employee or agent to any other Proposer or to any other person(s) engaged in this type of business prior to the official opening of the Proposal.

Name of Proposer: \_\_\_\_\_ of \_\_\_\_\_

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 B - PROPOSAL**  
**CHECKLIST**

This Proposal checklist is provided as a convenience to Proposers. If any discrepancies exist between this checklist and other parts of the RFP, the RFP shall govern.

1. \_\_\_\_ Executive Summary
2. \_\_\_\_ Minimum Requirements (including Proposal Deposit)
3. \_\_\_\_ Exhibit A Properly Executed Proposal Acknowledgement Form
4. \_\_\_\_ Exhibit C Business and Financial Reference Form
5. \_\_\_\_ Exhibit D Affidavit of Non-Collusion
6. \_\_\_\_ Exhibit E Proposal Form
7. \_\_\_\_ Exhibit G Pricing Policy Comparisons
8. \_\_\_\_ Pages are numbered consecutively throughout Proposal
9. \_\_\_\_ Sections are labeled and tabbed
10. \_\_\_\_ Proposal 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 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 - BAA 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 – ADVERTISING CONCESSION**  
**PROPOSAL SHEET**  
**BIRMINGHAM AIRPORT AUTHORITY**

AT

BIRMINGHAM-SHUTTLESWORTH INTERNATIONAL AIRPORT

Birmingham, Alabama

To Birmingham Airport Authority:

For the operation of an Advertising 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 ADVERTISING CONCESSIONS AT BIRMINGHAM-SHUTTLESWORTH INTERNATIONAL AIRPORT, such specifications including as part thereof are the following:

1. Request For Proposals
2. Exhibits A – I

**Locations:**

**Potential Locations:**

**Baggage Claim A**

**Baggage Claim C**

**Air Side**

**(Locations to be provided.)**

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. Proposers shall set a MAG for the Advertising concession as well as percentage rent.

YEAR	MINIMUM ANNUAL GUARANTEE
1	\$
2	\$
3	\$
4	\$
5	\$

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

It is understood that the Proposal 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 Proposer, its Proposal deposit will be returned no later than upon execution of agreement by the successful Proposers but in no event later than one hundred eighty (180) days after the date of opening Proposals. The undersigned Proposer is bound by this offer for a period of one hundred eighty (180) days following the dates of opening of Proposals.

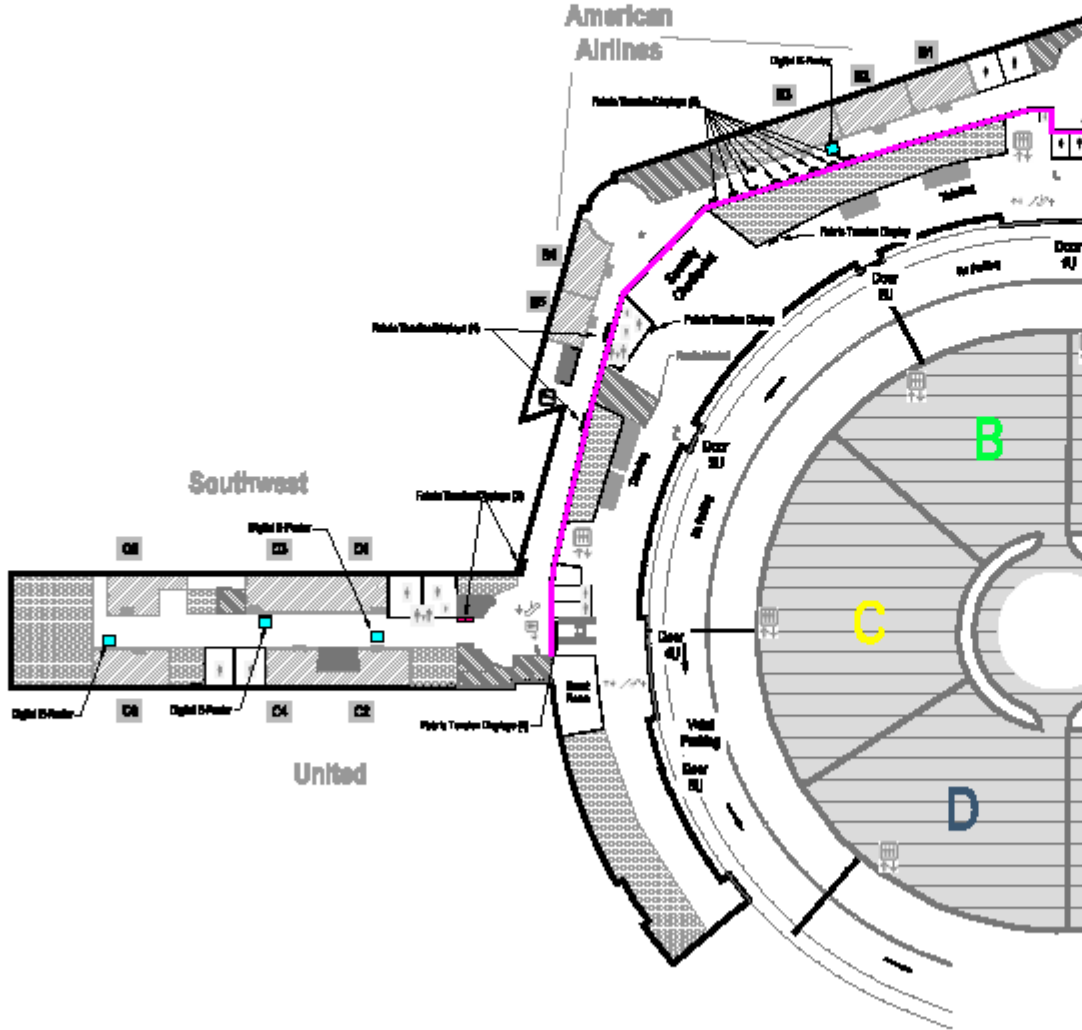
By \_\_\_\_\_  
 Title \_\_\_\_\_  
 Company \_\_\_\_\_

**EXHIBIT F - CURRENT  
LOCATIONS**

**See attached.**

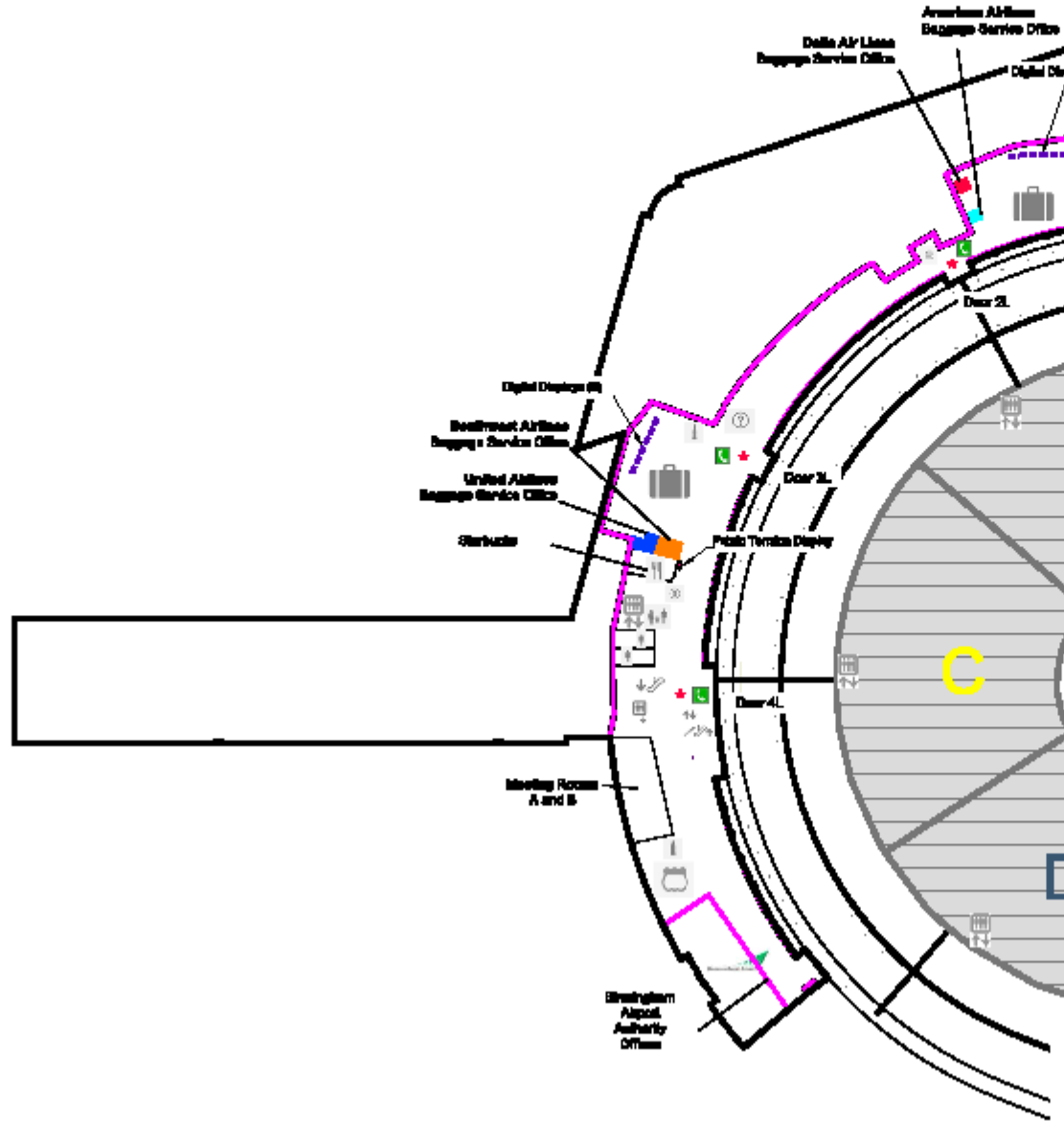


# BHM Upper Level Existing Advertising Locations



# BHM Lower Level Existing Advertising Locations

Magenta line represents the boundary of the public areas on lower level



**EXHIBIT H – SAMPLE LEASE AGREEMENT**

**See Attached.**

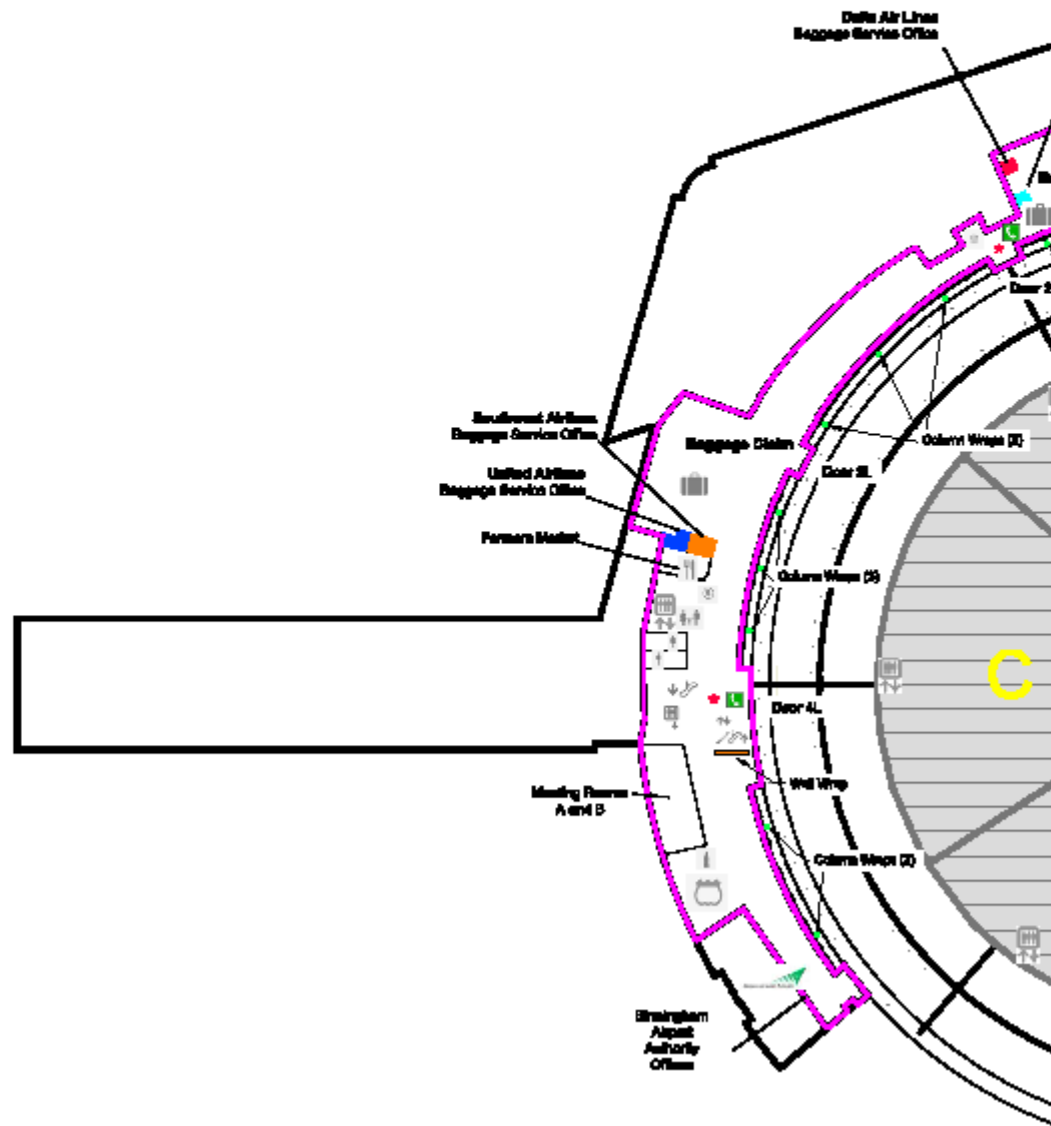


ADVERTISING CONTRACT\_November 2018.docx

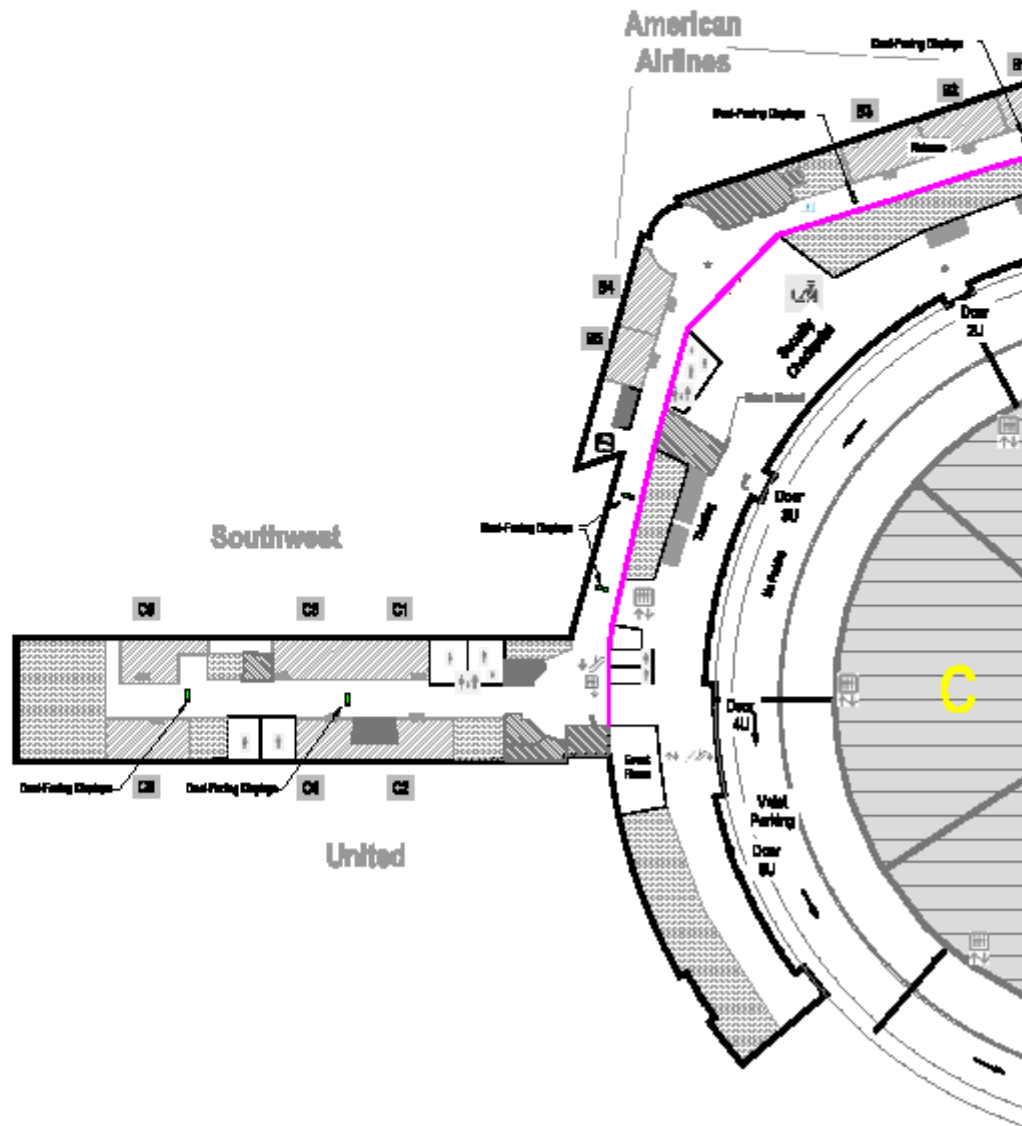
**EXHIBIT G –**  
**POTENTIAL NEW**  
**LOCATIONS**

**See attached.**

# BHM Lower Level Potential Advertising Locations



# BHM Upper Level Potential Advertising Locations



## EXHIBIT I

### 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).

## ATTACHMENT "A"

### 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](http://www.flybirmingham.com). Proposers should refer to the directory of ACDBE companies certified and located at [www.flybirmingham.com](http://www.flybirmingham.com). Additional assistance may be obtained by calling the Authority's Properties and Senior DBE 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](http://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 DBE 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 DBE 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.