

**REQUEST FOR  
PROPOSALS  
VENDING  
CONCESSION  
  
BIRMINGHAM  
AIRPORT AUTHORITY**

**NOVEMBER  
2018**

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

A mandatory Pre-Proposal conference will be held on **Tuesday, November 27, 2018** at **9:00 a.m.** central time to answer questions regarding this RFP package.  
**Proposal 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  
PROPOSALS  
BIRMINGHAM-SHUTTLESWORTH INTERNATIONAL  
AIRPORT  
VENDING CONCESSION  
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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 Vending 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:

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

### **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. All vending machines are located Pre-Security, so a tour will not be scheduled.

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

## **C. PRE-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. 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 [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 Commission award, Proposers shall not contact any members of BAA staff 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 9:00 a.m. central time.
December 4, 2018	Last day for receipt of any questions concerning the RFP by 4:00 pm 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 by 2:00 p.m. 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	Vending Concession Agreement estimated start date.

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 a Vending concession, in place of the current concession, at the Airport.

There are currently Vending machines located throughout the Pre-Security portion of the Airport. There are currently Vending machines located in the terminal as well as the BAA Offices. In addition, existing and/or future This Vending Concession shall not provide the successful Proposer with an exclusive right to operate a Vending Concession at the Airport.

1. General Description  
of the Opportunity

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

2. Vending Concession  
Goals & Objectives

BAA seeks a Vending Concessionaire who will:

- a. Provide a quick, reliable, convenient Vending experience.
- b. Place a minimum number of machines throughout the terminal and the BAA offices at the locations specified within this RFP to provide the passengers of the Airport vending accessibility, as well as the BAA's employees.
- c. Provide valuable services that may not be currently offered at the Airport.
- d. Improve the overall appearance of Vending 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 Vending Machines, thereby minimizing the downtime of Machines due to the lack of cash or other mechanical malfunction.
- f. Maximize revenue to BAA.

**C. VENDING MACHINE REQUIREMENTS**

The Vending Machines 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 Vending location, as well as any conduit and/or wiring required by each Vending Machine.

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

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

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 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, with two one (1) year options at the BAA's discretion and with advance notice.

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

The Proponent must offer to pay the Authority as rent for the right to operate the Concession package, an amount equivalent to the greater of the following amounts:

.. A Minimum Annual Guaranteed rent ("**Minimum Rent**" or "**MAG**") for each year of the five-year term of the License; and

. A Percentage Rent (the "**Percentage Rent**") offered as a percentage of Gross Revenue. The definition "Gross Revenue" is detailed in the Draft Sample License Agreement.

In addition, Proponents may offer at their option to the Authority to pay some other formulas of rent ("**Other Rent**") as long as these types of rents are to the financial advantage of the Authority and are paid over and above the Percentage Rent and/or Minimum Rent.

The Minimum Rent or MAG, the Percentage Rent and Other Rent (if applicable) shall be payable in the manner described in the Draft Sample License Agreement.

### **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 [dqillam@flybirmingham.com](mailto:dqillam@flybirmingham.com).

## **SECTION V – PROPOSAL REQUIREMENTS**

### **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 Authority 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. 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 Business Development 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 Business Development Committee meeting or at the full Board of Directors meeting.

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 thirty 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 twenty (20) Vending Machines at two (2) 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

Proposers must be capable of performing Vending 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 Proposer from fulfilling the terms of an agreement.

### f. 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. MAG / FEES AND CHARGES**

The MAG will be Proposal for each year of the contract. In addition to the MAG, the financial offer must include the fees and charges the Proposer plans to charge. Proposer must show that the charge and any fees are comparable to Vending locations within the Birmingham metropolitan area. Proposers must state their MAG for each agreement year using Exhibit E and state their fees and charges using Exhibit G to be approved by BAA.

**E. 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.

**F. AWARD**

Proposals will be evaluated by calculating the total MAG for all five (5) years plus the Percentage Rent for the term.

**G. LOW TIED PROPOSAL POLICY**

BAA Staff will recommend to the Business Development Committee a resolution of low tied 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 price 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

### **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.

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**



**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 \_\_\_\_\_, 2018.

\_\_\_\_\_, Notary Public

**EXHIBIT E – VENDING CONCESSION**  
**PROPOSAL SHEET BIRMINGHAM**  
**AIRPORT AUTHORITY**

AT

BIRMINGHAM-SHUTTLESWORTH INTERNATIONAL AIRPORT

Birmingham, Alabama

To Birmingham Airport Authority:

For the operation of an VENDING 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 VENDINGs AT BIRMINGHAM-SHUTTLESWORTH INTERNATIONAL AIRPORT, such specifications including as part thereof the following:

1. Request For Proposals
2. Exhibits A – I

**VENDING**

**Locations:**

**Potential  
Locations:  
Pre-Security  
lower level.  
Baggage Areas.  
BAA Main  
Offices  
BAA  
Operations  
Office  
BAA Parking  
Office  
BAA  
Maintenance  
Office  
Parking Deck**

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 Vending Concession.

<b>YEAR</b>	<b>MAG</b>	<b>Percentage Rent</b>
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 - LOCATIONS**

**Provided during Pre-Bid Meeting.**

**EXHIBIT G - PRICING POLICY COMPARISONS**

BAA has adopted a Pricing Policy which requires the Proposer to identify three VENDING operations in the Birmingham Metro area to be used as the basis for pricing comparisons relating to the VENDING Transaction Fees. The successful Proposer 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 Proposer has existing locations in the Birmingham Metro area, at least one of the Proposer's locations must be specified as a comparable location.

Comparable Location	Vending Charge Fee	Address of Comparable Location	Relationship of Comparable Location to Proposer
1)	\$		
2)	\$		
3)	\$		

Proposer's Proposed Charges and Fees \$\_\_\_\_\_per Transaction at BHM

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

**EXHIBIT H – SAMPLE LEASE AGREEMENT**

**Provided at Pre-Bid Meeting**