



# REQUEST FOR PROPOSAL

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## CONCESSION COMMON USE LOUNGE

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**ATTENTION:**  
conditions carefully.

This is not an order. Read all instructions, terms, and

**IMPORTANT:**

Proposals must be received no later than 2:00 p.m. Central Time (CT) on **Thursday, March 7, 2019.**

**DATE ISSUED:**

**Friday, January 25, 2019**

The Birmingham Airport Authority (“BAA”) will receive proposals for a **Common Use Lounge Concession** opportunity at the Birmingham-Shuttlesworth International Airport (“BHM”). Proposals must be received by **Thursday, March 7, 2019 at 2:00 p.m. Local Time**. No proposals will be accepted after that time unless such date or time is extended pursuant to an addendum issued by BAA.

**A pre-proposal meeting and tour will be held on Wednesday, February 6, 2019 at 10:00 a.m. Central Time at the BHM Main Terminal - Baggage Level in Meeting Room A.** Please RSVP by **February 4, 2019 by 2:00 p.m. Central Time** by contacting Diane Gillam at [dgillam@flybirmingham.com](mailto:dgillam@flybirmingham.com).

BAA reserves the right to waive any informality or irregularity in any proposal or bid guaranty, to reject any or all proposals, to award or refrain from awarding a contract for the work, and to negotiate with the apparent qualified responsible proposer to such extent as may be beneficial to BAA.

BAA in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Further information and copies of the Request for Proposal (RFP) may be received by contacting Diane Gillam, Properties and Senior DBE Manager, at [dgillam@flybirmingham.com](mailto:dgillam@flybirmingham.com) or the BAA’s website, [www.flybirmingham.com](http://www.flybirmingham.com).

## **SCHEDULE OF EVENTS**

- |                             |   |
|-----------------------------|---|
| • January 25, 2019          | RFP Submitted                           |
| • February 6, 2019          | Pre-proposal meeting and site visit.    |
| • February 12, 2019         | Deadline for questions to be submitted. |
| • March 7, 2019 @ 2:00 p.m. | Proposals due.                          |
| • TBD                       | Anticipated award.                      |

BAA reserves the right to modify or alter the schedule of events to such extent as may be beneficial to BAA.

## **SECTION A - GENERAL INFORMATION & PROPOSAL INSTRUCTIONS**

### **A.1 BACKGROUND AND SCOPE**

The Birmingham Airport Authority (“BAA”) is soliciting proposals from qualified companies to build-out and operate a Common Use Lounge at the Birmingham-Shuttlesworth International Airport (“BHM”).

### **A.2 SUBMISSION OF PROPOSALS**

Responses to this RFP must be submitted as 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 RFP can be found on our website: [www.flybirmingham.com](http://www.flybirmingham.com) in the “About BHM” tab, and then selecting the “Doing Business at BHM” tab and select the project titled Concession Common Use Lounge and follow the instructions for submittal. The completed and signed proposal (together with all required attachments) must be transmitted and received at the Authority no later than March 7, 2019 at 2:00 p.m. Central Time. Bidders should allow for sufficient time to submit all required information. Bidder is solely responsible to ensure its submission

is transmitted prior to the due date and time. BAA will not accept submissions after the due date and time and is not responsible for any error in transmission including but not limited to power outage, internet connectivity, unauthorized access, etc.

A proposer may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal so long as the withdrawal is provided before the due date and time. Revised proposals must be submitted before the due date and time. Individual submittals will not be read in public or available for public inspection until after an award determination has been made.

### **A.3 RFP QUESTIONS**

BAA is not bound by and bidders may not request or rely on any oral interpretation or clarification of this RFP. Therefore any questions regarding this RFP are encouraged and should be submitted in writing to [dgillam@flybirmingham.com](mailto:dgillam@flybirmingham.com).

Questions received on or before the Deadline to Submit Questions in the Schedule of Events will be provided to those who attended the Pre-Bid Meeting either in person or via conference call. Answers to questions from any proposer will be available to all proposers.

All communications regarding this solicitation shall only be through the Properties and Senior DBE Manager, Diane Gillam, at [dgillam@flybirmingham.com](mailto:dgillam@flybirmingham.com) or phone at 205-599-0522. No communication is to be directed to any other BAA personnel unless otherwise instructed. Failure to comply may result in disqualification of a submittal.

### **A.4 ADDENDA**

In the event it becomes necessary to revise, change, modify or cancel this RFP or to provide additional information, written addenda will be issued to all recipients of this RFP.

### **A.5 DESCRIPTION OF OPPORTUNITY/ MINIMUM QUALIFICATIONS /GENERAL REQUIREMENTS**

#### **1.0 OPPORTUNITY/MINIMUM QUALIFICATIONS**

##### **1.1 Assigned Premises and Term for Award**

The opportunity presented in this Package is for a non-exclusive concession privilege in the Assigned Premises, from which the proposer shall have the right, privilege and obligation to operate continuously, and without interruption, throughout the term. The Assigned Premise is presented in an attached Exhibit. The Successful Proposer will receive the Assigned Premise in an “as is” condition.

Proposed	Common Use Lounge
Location	B Concourse beside and behind the
Enplanements	2015- 1,347,953 2016- 1,327,844 2017- 1,352,844

Current Concept:	Non Active Location
Location:	Concourse B location provided
Size:	Con B 1,151 sf.
Term:	5 Years
Term Options:	2 One Year Options with FAA approval

## 1.2 Required/Desired Services

### **Concept Requirements:**

- Provide prompt, courteous and exceptional customer service.
- The manager or qualified subordinate is required to be available at the Assigned Premises during business hours and any time in case of any emergency. Said manager shall have full authority to make day-to-day business decisions on behalf of Concessionaire and supervising personnel employed in the business of the Concessionaire, and coordinate all concession activities with BAA. The manager must be dedicated to this operation.
- The point of sale system must be able to accept multiple types of payments such as cash, credit cards, debit cards and airline vouchers for each single purchase.
- The proposed concept shall consist of those products/services that exist in an airport lounge location, including but not limited to those identified below:

### **Required Services:**

- A selection of snacks and beverages including alcoholic beverages available to the lounge customer free of charge as approved by BAA.
- Provision of flat screen televisions in appropriately placed locations, newspapers, and magazines free of charge.
- Flight information display screens.
- Free high speed internet and Wi-Fi access.
- An area dedicated to the needs of the traveling public that shall include comfortable seating, tables and workstations.
- Electronic equipment for customer use (PC's, printer, fax and other business equipment usually provided in airline lounges).
- HVAC system to provide conditioned air for the Assigned Premises.

### **Optional Services:**

- Beverages made from top-shelf liquor available for purchase.
- Conference room.

### **Non-Permitted Menu Items/Services/Products:**

- Any items outside of the approved Exhibit C contained in the lease agreement shall not be permitted.

BAA reserves the right to approve or disapprove any proposed services or goods and to make any reasonable adjustments to the list of required services or goods, if at its sole discretion it determines such goods or services to be necessary to provide appropriate service to passengers at BHM.

## 1.3 Minimum Qualifications

Proposers must have at least three (3) years of continuous successful experience in the ownership and operation of a retail/service concession or similar business with

annual gross revenues from that business of not less than Five Hundred Thousand and No/100 Dollars (\$500,000.00) and the ability to provide documented evidence to demonstrate Proposer's ability to fund the necessary capital improvements. Proposer must be authorized to conduct business in the City of Birmingham and State of Alabama at execution of agreement. Proposer shall provide three (3) credit and banking references.

- Proposer, including its officers, directors, and suboperators, must be of good moral character and must not have been convicted of a felony.
- Proposer, if a joint-venture or partnership, shall be subject to the BAA's analysis of individual members' general financial standing and general business and personal reputation.

#### 1.4 Rentals/Fees/Charges

Prospective proposers should propose a rental structure to BAA in the form of a percentage rent based upon gross annual sales for each year of the contract. Each proposal must indicate on the **Attachment G** the percentage fees for the term of the agreement. The Minimum Annual Guarantee for all Years shall be provided to the BAA.

##### A. Percentage Fee:

###### MINIMUM ACCEPTABLE PERCENTAGE FEE BASIS

Year One through Five:                    6 percent of Gross Revenues

This percentage rent set forth above is the minimum that a proposer shall propose; the proposal may set forth a higher percentage.

##### B. Minimum Annual Guarantee:

BAA has set the following minimum annual guarantee ("MAG") rent for this concession opportunity. BAA shall not accept any alternative MAG payment amounts.

Year One:                                        \$12,000.00

Years Two through Five:            85% of previous Year's rental payments in no event less than \$12,000.00.

##### Additional Financial Responsibilities:

Marketing Fund-The successful proposer shall pay a Marketing Fee equal to one-half of one percent (0.5%) of Gross Revenues for the purpose of advertising, publicity, promotional materials, events, directories, customer service training and other activities appropriate for marketing the concession program at the airport. The successful proposer shall participate in marketing programs adopted by BAA.

Taxes, Licenses and Permits-The successful proposer is solely responsible for the timely payment of all appropriate taxes, license and permit fees that may be levied by City, County, State, Federal government or agencies thereof. In addition to the above-described expenses, the successful Proposer shall be responsible for all utilities, maintenance and repair costs associated with the Assigned Premise.

Annual Refurbishment- Concessionaire shall set aside a minimum of ½ of 1 percent (0.5%) of total Gross Revenues each Year, which will begin on the commencement

of the third Lease Year of the Term of the Agreement, for refurbishment of the Assigned Premises.

## **2.0 GENERAL INFORMATION**

### **2.1 Hours of Operation**

Concessionaire shall ensure the Assigned Premises are continuously and uninterruptedly open for business and provide all services and sales activities as required by the Agreement at such hours as may be established by BAA. Proposer should understand that the Airport Hours may be seven (7) days per week, including local, state and federal holidays, twenty-four (24) hours per day. Proposer shall be required to prominently post in an area visible to employees the most current copy of the Airport Hours. At no time shall the premises be left unattended or temporarily closed.

### **2.2 Term**

The concession agreement is effective upon execution. The term will be for an operating period of five years with two one-year options at BAA's discretion beginning at the earlier of the Date of Beneficial Occupancy ("DBO") of the remodeled Assigned Premises or October 1, 2019, whichever is sooner. The Option Years will require FAA approval.

### **2.3 Pricing**

As stipulated in Paragraph 7.28 of the draft concession agreement, BAA requires that all concession operators provide quality products and services to users of BHM at no more than street pricing plus ten (10) percent.

### **2.4 Operating Performance Standards**

It is the intent of BAA to provide travelers, and other BHM users, with excellent service and top quality products, in a clean and maintained facility, which is comparable to other airport lounges in North America.

To ensure that all passengers and other airport users receive this level of customer service, BAA has adopted specific Operating Performance Standards. These Operating Performance Standards address three key areas of concession performance (Premises, Product, and Personnel) and are included in the Lease Agreement or Operating Performance Standards.

If the concessionaire fails to maintain these BAA standards (Attachment L) as outlined in the Lease Agreement and Operating Performance Standards, Liquidated Damages may be levied as outlined in the Lease Agreement and Operating Performance Standards.

### **2.5 Facility / Design / Construction / Maintenance Responsibilities**

All equipment and materials should be in compliance with BAA's Sustainability Requirements as outlined in the Concession Design Criteria Manual.

The successful proposer will be responsible for meeting the criteria of the Americans with Disability Act (ADA), all applicable State and local building requirements, the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG), as well as the appropriate requirements under Title III of the Federal Aviation Administration (FAA) guidelines.

### **2.5.1 Utilities**

The successful proposer will be financially responsible for modifying existing utilities or to bring any additional necessary utilities to the Assigned Premises and will be responsible for all utilities consumed at the assigned Premises.

### **2.6 Competition**

The award resulting from this RFP will be for a non-exclusive concession privilege.

### **2.7 Deliveries/Trash Removal/Recycling**

Delivery and trash removal processes differ by concourse. In all instances, however, BAA will specify times and locations for product distribution, delivery methods, and trash removal.

## **A.6 PROPOSAL REQUIREMENTS**

Your proposal must include the following written information. Proposers must organize their proposal to address each of the elements outlined and in the same order listed in Attachment A of this RFP (Tabs 1-15 as on the Proposal Checklist). The submittal must consist of the following documents in the sequence shown below. A set of tabs to identify each part of the proposal should be labeled and inserted to facilitate quick reference.

### **1. Cover Letter**

A cover letter to identify Proposer and to state other general information which the Proposer desires to include regarding the Proposer's business organization.

### **2. Executive Summary**

An executive summary of important features of the proposal, which should include a statement of Proposer's minimum qualifications.

### **3. Properly Executed Proposal Acknowledgement Form/Proposal Deposit**

**Attachment A** is the required Proposal Acknowledgement Form. This form must be signed by an authorized officer of Proposer's company and notarized. The signed and notarized form must be included in the RFP response. If proposer elects to provide a certified check or cashier's check (see section A.12.1.A), the proposer must indicate it will provide a check for the proposal deposit with its timely submittal and the original check must be delivered to BAA no later than 2:00 p.m. on March 7, 2019 at one of the addresses below.

#### **IF SENT BY U.S. MAIL/FEDEX/UPS**

Birmingham Airport Authority  
Attn: Diane Gillam,  
Properties and Sr. DBE Manager  
1710 40<sup>th</sup> Street North, Suite D  
Birmingham, Alabama 35212

#### **IF DELIVERED IN PERSON:**

Birmingham Airport Authority  
ATTN: Diane Gillam  
Properties and Sr. DBE Manager  
5900 Messer Airport Highway  
Birmingham, Alabama 35212

### **4. Exceptions**

Proposals shall include a list of exceptions to the concession agreement. ***If there are no exceptions noted the Proposer is obligated to execute the Agreement without modification.***

## 5. Experience

This section gives proposers the opportunity to discuss their industry experience. It also provides guidance for completing Attachment E. Please include at least the following information listed below.

- Clearly communicate, in detail, how you meet or exceed the minimum qualifications.
- Clearly state the total number of locations where you have operated lounge facilities within the last three (3) years. Provide a list of the locations, gross sales, and dates of operation of the five (5) highest volume, based on gross sales, airport lounge locations the proposer operates.
- Give names and addresses of five (5) references as to proposer's technical capability to conduct the business.
- Give the name, location and date of all concession contracts that have been terminated or canceled within the past three (3) years, prior to the expiration of their contractual term.

## 6. Proposed Concepts/Brands

Describe how you will meet or exceed the required/desired services described in Section 1.2. Proposer shall submit a list of all products/services to be offered at the Assigned Premises.

Unified Pricing may be used by Proposer for the services it sells. Unified Pricing shall mean Proposer charges the same prices for the same items and services at all of Proposer's locations. Proposer shall utilize such Unified Pricing for all sales and services from the Premises. Proposer shall not deviate from this pricing method without the prior written consent of the Authority.

If Proposer desires to sell top-shelf liquor, they will be required to submit three proposed Price Comparison Locations (PCLs) in this Proposal on **Attachment G**. Describe how prices at the proposed PCLs would be monitored, and who would be responsible for this monitoring. Proposer should also submit all preliminary pricing.

## 7. Proposed Management and Operations Plan

Proposer shall provide in detail how Proposer's management and operating plan will achieve the goal of operating an airport lounge location. BAA requires the following information:

### a. *General Operations*

Provide an Organizational Chart specific to the BHM operation.

Describe your commitment to BAA management with respect to inquiries, directives, or other requests that require attention.

Explain how the proposer's local and corporate management staff will work cooperatively, or at the direction of BAA, to enhance or maximize the program's performance.

### b. *Human Resources/Staffing Issues*

Proposer shall provide a Human Resources Plan which details how the company will staff, maintain, and service the lounge location at BHM.

Proposer shall submit a staffing schedule with the proposed coverage for the airport lounge. The staffing plan is required to be shown as part of the pro-forma statement in **Attachment G**.

All proposed staffing hours submitted per Attachment G shall only include those employees dedicated solely to customer service. Do not include hours for concourse managers, delivery personnel, kitchen clerks or any other person other than those solely assigned to customer service.

Describe in detail your plan to attract, hire, train and retain staff to levels indicated above.

Please provide a specific description of your Training Plan. Outline in detail the training schedule for the first two weeks of employment for a new employee.

*c. Customer Standards*

Provide a detailed description of the customer service management approach and systems proposed to be used at BHM.

*d. Delivery/Trash/Waste Grease/Recycling*

Describe in detail the delivery schedule and delivery logistics to stock your facilities.

BAA will require any concessionaire using grease or oil in their food preparation process to contract with a waste/grease removal company. BAA does not provide waste/grease containers for concessionaires.

*e. Cash Control Systems*

The Proposer should describe in detail the cash control system to be used in the proposed facility.

**8. Marketing**

Proposer should provide its proposed Marketing/Promotion Plan in, as much detail as you feel is necessary, to illustrate the plan and specifically address, at a minimum, the following topics:

- (1) How will services or products be marketed to the passengers?
- (2) Provide examples of the promotions and other marketing concepts you will use.

**9. Facility Maintenance Plan**

*a. On-Going Maintenance Plan*

Describe the day-to-day maintenance plan you will implement in support of this opportunity. Indicate which tasks will be required daily, weekly, monthly, etc.

*b. Janitorial Plans*

Describe the day-to-day janitorial plan you will implement in support of this opportunity. Indicate which staff members will be responsible for the janitorial function.

*c. Equipment Maintenance Plans*

Describe the equipment maintenance plans you will implement in support of this opportunity.

**10. Facility Design/Architectures and Equipment Specifications**

Submit narrative and conceptual designs that include the interior layout and exterior elevation of the proposed lounge location. Sketches or photographs of existing or similar concepts may be submitted as support. Any submitted sketches or photographs must be on **8.5 x 11 format** only. Final approval of design will be in accordance with the Concession Design Criteria Manual.

**11. Capital Investment/Capital Plan**

Submit a detailed description of the initial capital investment to be made for improvements including fixed improvements and trade fixtures that comprise the Assigned Premises. This description must be presented using the format in **Attachment F**. This description must detail the actual amounts to be invested by improvement type (fixed improvements, trade fixtures, professional fees, etc.).

Concessionaire is required to make a capital investment in an amount that will significantly upgrade the specified location.

In addition to the Capital Investment statement, Proposer shall also provide a detailed proposed Capital Plan. The format for the Capital Plan description is provided in **Attachment F**.

**12. Gross Revenue Projections/Pro-Forma Statements/Proposed Rent**

Proposer shall provide the following information in support of gross sales and rent projections: 1) projected average check amount; 2) number of transactions for Assigned Premises. These projections and corresponding pro-forma statements must be provided in the format provided in **Attachment G**.

The Proposer shall submit, also on the form attached as **Attachment G**, their proposed rental for each year of the Agreement. Proposer should propose annual compensation to BAA in the form of a percentage of concession's gross revenue.

**13. Disadvantaged Business Enterprise (ACDBE) Participation**

The requirements of 49 CFR Part 23, Regulations of the U.S. Department of Transportation, apply to this concession. It is the policy of BAA to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this agreement.

It is the policy of BAA that Airport Concession Disadvantaged Business Enterprises (ACDBE), as defined in 49 CFR Part 23, have the opportunity to compete fairly for airport opportunities. Furthermore, in accordance with 49 CFR Part 23, it is BAA's obligation to ensure that ACDBEs are not discriminated against in the award and administration for concessions at BHM.

BAA has established an ACDBE program and overall goal in accordance with

Federal regulations under 49 CFR Part 23 which is applicable to this RFP and subsequent agreement. BAA's current program is available at [www.flybirmingham.com](http://www.flybirmingham.com). BAA's overall ACDBE goal applicable though Federal Fiscal Year 2019 is 24.70%.

Proposer should include evidence of ACDBE participation of at least 10% through submission of a Letter of Intent included in **Attachment J** for each anticipated ACDBE. If the proposal includes less than 10% participation, the Proposer should provide detailed information demonstrating good faith efforts, as defined in 49 CFR Part 26 Appendix A, to include ACDBE participation as part of its submittal, at a minimum contact name, address, and phone number of each ACDBE contacted. In the event the successful proposer includes ACDBE participation but is unable to achieve the actual ACDBE participation submitted in its proposal, BAA is not bound by its preliminary award.

The concessionaire will be required to submit the following information: (1) the names and addresses of ACDBE firms participating in the contract; (2) a description of the work that each ACDBE firm will perform; (3) the dollar amount of the participation of each ACDBE firm participating; (4) written and signed commitment to use an ACDBE whose participation it submits; (5) written and signed confirmation from the ACDBE that it is participating in the concession as provided in the prime concessionaire's commitment; and (6) if the goal is not met, evidence of good faith efforts.

BAA encourages participation in airport concession leasing by qualified ACDBEs through direct submission of proposals, as a part of a larger team proposal, or as suppliers. An ACDBE must be certified in its home state and in the Alabama Unified Certification Program to be credited for ACDBE participation in BAA's concessions. Information on ACDBE certification can be found at the Airport's website, [www.flybirmingham.com](http://www.flybirmingham.com).

#### **14. Local Participation**

There are no specific requirements for local participation in this process. BAA encourages local participation and if a Proposer wishes to include local participation it may do so in this section.

#### **15. Financial Background Information**

Proposer shall include the following financial information in its submittal:

- Balance sheet and income statement for the last two (2) fiscal years, prepared in accordance with generally accepted accounting principles, reflecting the current financial condition of the Proposer. (**Attachment H**).
- Describe the ownership structure of the Proposer (format is presented in **Attachment B**). Each Proposer should provide the principal address and phone number of its business and the contact person responsible for the proposal.
- Owners of closely held corporations must submit a personal financial statement current within three (3) months from date of submittal.
- Owners of closely held corporations and partnerships and those proposing as sole proprietors must include a statement about their willingness and ability to provide a personal guarantee in an amount equal to the first year's rent.

- At least one (1) bank reference and three (3) trade references.

## **A.7 DISQUALIFICATION OF PROPOSERS**

- A.7.1 BAA does not intend to prohibit or discourage any Proposer from submitting a proposal which is based upon its trade experience relative to the scope of work described in this RFP or the manner in which such operation is to be conducted. All Proposers are advised that significant deviations from the scope of operations as set forth in this RFP, including terms inconsistent with or substantially varied from the financial and operations terms set forth, will not be accepted. Further, BAA reserves the right to reject any proposal which does not provide or is nonresponsive to the information requested above. BAA expressly discourages any potential Proposer from engaging in any indirect or direct lobbying efforts of any Board member, BAA staff member, or other person or organization who may be involved in this RFP process.
- A.7.2 No proposal may be conditioned in any manner, and BAA may reject any submission of a conditional proposal.
- A.7.3. BAA reserves the right to disqualify any Proposer who, in BAA's sole and absolute opinion, does not demonstrate adequate qualifications. Failure to respond to all questions thoroughly and completely may result in disqualification of the proposal. BAA reserves the right to thoroughly investigate the financial status, qualifications, experience and history of performance of each Proposer. Lack of business skills or financial resources necessary to operate the business successfully, as revealed by either the financial statements or the experience statement, may result in the disqualification of the Proposal.
- A.7.4 More than one proposal submitted under the same or different names for the same package will not be considered. Reasonable grounds for believing that Proposers have interest in more than one proposal for the same package shall cause the rejection of these conflicting proposals. One or all proposals will be rejected if there is reason for believing that collusion exists among Proposers, and no participant in such collusion shall be considered in future proposals. In addition, BAA shall not be obligated to accept any proposal from any Proposer that is now or has been in arrears, default or non-compliance of any current or previous Agreement or obligation to BAA.

## **A.8 FREEDOM OF INFORMATION ACT**

Each proposer must specifically identify any portion of its proposal which it deems confidential, or which contains proprietary information, patents, copyrights or trade secrets. Proposer should provide justification of what material should not be disclosed, upon request, by BAA to a third party. All documents received by BAA are subject to general inspection under the provisions of the Freedom of Information Act. These statutes may require disclosure of documents a proposer deems confidential. BAA may otherwise use or disclose the data submitted by each proposer for any purpose, unless such data is so identified as confidential or proprietary by the proposer. The proposer's opinion of proprietary information is not binding upon BAA.

## **A.9 EVALUATION CRITERIA**

The selection of the airport common use lounge concessionaire will be based on a judgment evaluation of several key elements in the proposals submitted. BAA intends to award the Concession Agreement to a single Proposer. BAA will make the final determination in its sole judgment as to which Proposer and proposal best meets the stated requirements of this RFP. In alphabetical order, these include but are not limited to:

- ACDBE Participation
- Creativity of existing and any additionally proposed areas
- Facility Design/Architectural Plans/Capital Investment
- Gross Revenue Projections/Pro-forma
- Marketing Plan
- Operator Experience/Financial Strength

Following review of the proposals, BAA may invite certain proposers to formally meet with BAA representatives if necessary. BAA may award a contract without discussions with proposers. Therefore, the proposer’s initial proposal should contain the proposer’s best terms from a cost or price and technical standpoint.

**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.**

<b><u>Scoring Criteria for Request for Qualifications (RFP)</u></b>	<b><u>Specific Breakdown of Available Points</u></b>	<b><u>Points Available by Sub Category</u></b>	<b><u>Total Points Available</u></b>
<b><u>1. Experience and Qualifications. Direct professional project experience with projects of the same or similar type, scope and complexity.</u></b>	<b><u>Years of Experience based on the scope of work in airports with similar traffic</u></b>	<b><u>20</u></b>	<b><u>25</u></b>
	<b><u>Financial Strength</u></b>	<b><u>5</u></b>	
<b><u>2. Airport Concessions Disadvantaged Business.</u></b>	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.	<b><u>5</u></b>	<b><u>10</u></b>
	Quality - Proposed participation as evidenced in element of work identified. Example: Work directly related to the scope.	<b><u>5</u></b>	

<p><b>3. <u>Facility Design / Architectural Plans / Capital Investment</u></b></p>	<p><b><u>Proposed quality of work plan indicating creative and innovative design of the location, minimum initial and refurbishment investment, as proposed in the Preliminary Design plan.</u></b></p>	<p><u>20</u></p>	<p><u>20</u></p>
<p><b>4. <u>Creativity of Proposed Area</u></b></p>	<p><b><u>Clarity of submission as exhibited by the Respondents attention to detail throughout the proposed work, and presentation of the required elements in a logical and well organized fashion.</u></b></p> <hr/> <p><b><u>Submission of all documentation and in the order requested.</u></b></p>	<p><u>10</u></p> <hr/> <p><u>5</u></p>	<p><u>15</u></p>
<p><b>5. <u>Gross Revenue Projections / Pro-Forma</u></b></p>	<p><b><u>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 proposer 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).</u></b></p> <hr/> <p><b><u>Points awarded for Pro-Forma anticipations</u></b></p>	<p><u>15</u></p> <hr/> <p><u>10</u></p>	<p><u>25</u></p>
<p><b>6. <u>Marketing Plan</u></b></p>	<p>Proposer shall submit the proposed Marketing Plan / Schedule.</p>	<p><u>5</u></p>	<p><u>5</u></p>
<p><b>TOTAL</b></p>		<p><b>100</b></p>	<p><b>100</b></p>

## A.10 ACCEPTANCE PERIOD

Proposals in response to this RFP must indicate it is valid for a period no less than 120 days from the closing date.

## A.11 AWARD AND AGREEMENT EXECUTION

A.11.1 BAA reserves the right to waive any informality or irregularity in any proposal or bid guaranty, to reject any or all proposals, to award or refrain from awarding a contract for the work, and to negotiate with the apparent qualified responsible proposer to such extent as may be beneficial to BAA.

A.11.2 The successful proposer ("Concessionaire") will be required to enter into a contract substantially in the form of the Concession Agreement (**Attachment I**). BAA reserves the right to modify the draft concession agreement during the proposal period. **All proposers are required to note any exception(s) to the Concessions Agreement and are required to specifically state the exception(s) and the reason(s) for the exception(s).** No exceptions will be recognized to the Government Clauses section of the proposed Agreement. If no exceptions to the Agreement are included in the proposer's response, the proposer shall be expected to execute the contract in the form set forth herein. Final acceptance of a proposal and contract is contingent upon reaching a mutually satisfactory agreement regarding noted exceptions. If an acceptable and timely agreement is not reached, BAA reserves the right to disqualify the proposer and to reevaluate the remaining proposals. BAA reserves the right to refuse to negotiate with a successful proposer on any item not specifically excepted in its submittal.

A.11.3 Concessionaire shall deliver a fully executed Concession Agreement to BAA within forty-five (45) days of notification of award or as extended beyond that date by mutual agreement.

Upon delivery of the Concession Agreement, Concessionaire shall also provide:

- Evidence of proper liability insurance and intent to conform to all specifications and all applicable federal, state and local rules and regulations prior to or at the time of execution of the Concession Agreement.
- License to conduct business in the State of Alabama and City of Birmingham.
- Performance Guarantee
- Articles of Corporate Existence.

If the selected Proposer fails, refuses, or is unable to enter into a Concession Agreement, the entire sum of the Proposal Deposit submitted by the Proposer is immediately payable to BAA, not as a penalty but as liquidated damages.

The Proposer further agrees that the following items are included as compensable damages for any breach of agreement, failure, refusal or inability to execute any agreement after acceptance by the Birmingham Airport Authority of its proposal: a) any cost of repeating the Request for Proposal Process, or b) expenses incurred as the result of delay in award of the anticipated Agreement. The enumeration of compensable damages contained in this section is not intended to be exclusive and will not operate to bar recovery by BAA for any other damages occasioned by such.

If BAA and the Proposer enter into and execute a Concession Agreement but the

successful Proposer fails to timely commence to the establishment or the operation of the concession facilities in the accepted terminal locations, the Proposer is considered in default and subject to such penalties as provided in the Concession Agreement, including but not necessarily limited to the forfeiture of all bonds and/or security on deposit with BAA.

- A.11.4 The concession agreement term will be for an operating period of five years, with two 1-year options, beginning no later than August 1, 2019.

## **A.12 BONDS AND SURETIES**

### **A.12.1 Proposal Deposit/Bond**

- A. All Proposers shall provide a \$5,000.00 proposal deposit in the form of a certified check, a cashier's check, a proposal bond (sample provided in **Attachment C**), or irrevocable letter of credit (sample provided in **Attachment D**) in form and substance acceptable to BAA. Bonding companies must be rated at least "A" by the latest edition of Best Insurance Reports. Checks should be made payable to the Birmingham Airport Board and the original check must be received by BAA no later than 2:00 p.m. on March 5, 2019.
- B. BAA will hold all deposits until BAA has executed a signed Agreement with the selected Proposer. The deposit of the Proposer selected to operate these facilities at BHM will be held until the selected Proposer(s) executes the Agreement and provides the information and documents contained in Section A.11.3. No interest will be paid to Proposers on the deposits.

### **A.12.2 Performance Guarantee:**

A performance guarantee in an amount equal to one half of the year one Minimum Annual Guarantee will be required throughout the term of the agreement. The performance guarantee must be delivered upon the execution of the concession agreement.

## **A.13**

## **A.14 RECORDS/FINANCIALS**

In submitting proposals on any item to be purchased by BAA, the proposer hereby agrees to make available any and all records, books of account, correspondence, or other information reasonably necessary to enable BAA or its designated agents to investigate the responsibility of the proposer in terms of its financial status, capacity to produce, sources of supply, performance record in the business or industry, and any other matter reasonably related to the proposer's probable ability to perform adequately under a contract if it is awarded to the proposer.

## **A.15 GRATUITIES AND KICKBACKS**

It is a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding of application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime vendor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

In the event that any gratuities or kickbacks are offered or tendered to any BAA employee, the proposal shall be disqualified and shall not be reinstated.

BAA expressly discourages any potential proposer from engaging in any indirect or direct lobbying efforts of any Board member, BAA staff member, or other person or organization who may be involved in this RFP process.

#### **A.16 NON-COLLUSIVE VENDOR CERTIFICATION**

By the submission of this proposal, the proposer certifies that:

- A.16.1 The proposal has been arrived at by the proposer independently and has been submitted without collusion with any other vendor.
- A.16.2 The contents of the proposal have not been communicated by the proposer, nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the proposer or its surety on any bond furnished herewith, and will not be communicated to any such person prior to the official opening of the proposal.
- A.16.3 No proposer may submit more than one proposal for this purchase. It shall be the responsibility of each proposer to obtain the prior written permission of BAA before proposal opening in every situation in which the proposer, due to corporate association or other affiliation, may be found to be impermissibly associated with another vendor. Failure to observe this requirement could result in all such affiliated proposals being rejected.

#### **A.17 RFP CONDITIONS AND PROVISIONS**

The terms and conditions of this request for proposal (RFP) include all general and special conditions. The successful proposer shall comply with all of the specifications, terms and conditions of this RFP.

All participating proposers agree to comply with all of the conditions, requirements and instructions of this RFP. Any alteration, erasure or interlineation by the proposer in this proposal shall constitute cause for rejection by BAA. Should BAA omit anything from this RFP which is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict, then the proposer shall notify the Contract and Procurement Administration Department prior to the deadline for question submissions as per the time and date shown in the Schedule of Events.

All proposers are required to complete all information requested in this proposal. Failure to do so may result in the disqualification of proposal. Typographical errors in this proposal may result in the disqualification of this proposal.

Each proposer shall fully acquaint and familiarize themselves with the conditions as they exist and the character of the operations to be carried on under the proposed contract, and make such investigations as the proposer may see fit so that the proposer shall fully understand the facilities, physical conditions and restrictions associated with the services.

BAA is not liable for any costs incurred by proposer in the preparation of proposals or for any work performed in connection therein.

## ATTACHMENTS

Attachment A: Proposal Acknowledgement Document

Attachment B: Required Proposal Documents

Attachment C: Proposal Bond

Attachment D: Irrevocable Letter of Credit

Attachment E: Experience Statement

Attachment F: Capital Investments

Attachment G: Rentals/Fees/Charges and Proforma

Attachment H: Financial Information

Attachment I: Draft Concession Agreement

Attachment J: Disadvantaged Business Enterprise (ACDBE) Participation Letter of Intent

Attachment K: Concession Design Criteria Manual



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. \_\_\_\_ Exhibit A Proposal Acknowledgement Form
3. \_\_\_\_ Exhibit B Proposal Checklist
4. \_\_\_\_ Exhibit C Affidavit of Non-Collusion
5. \_\_\_\_ Exhibit D Irrevocable Letter of Credit
6. \_\_\_\_ Exhibit E Experience Statement
7. \_\_\_\_ Exhibit F Capital Investments
8. \_\_\_\_ Exhibit G Rentals / Fees / Charges and Pro-Forma
9. \_\_\_\_ Exhibit H Financial Information
10. \_\_\_\_ Exhibit I Draft Concession Agreement
11. \_\_\_\_ Exhibit J Airport Concessions Disadvantaged Business Enterprise (ACDBE) Participation Letter of Intent
12. \_\_\_\_ Exhibit K Concession Design Criteria Manual



**EXHIBIT C**



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

## Appendix D

### Irrevocable Letter of Credit Form

To: Birmingham International Airport Authority

NO.

\_\_\_\_\_

Pursuant to the request of *(name of Proponent)*

Hereby called ("**The Customer**"), we the undersigned (name and address of Bank) hereby establish an irrevocable and unconditional Letter of Credit in your favour in the total amount of (amount in words) (\$ \_\_\_\_\_).

We authorize you to draw on this branch under this Letter of Credit a maximum amount of (amount in words) ( \$ \_\_\_\_\_ ), which demand we shall honor without inquiring whether you have the right as between you and the Customer to make such demand.

This Letter of Credit expires \_\_\_\_\_, 20\_\_\_\_.

No payment will be made after expiration of this Letter of Credit.

A written demand for payment must be presented at this branch of

(Name of Bank) (Address of Bank) and make

reference to our irrevocable Letter of Credit No. \_\_\_\_\_.

Signed in \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_

2019.











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**EXHIBIT E – EXPERIENCE STATEMENT**

**Business Information Template**



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**BUSINESS INFORMATION**  
(Attach additional pages as necessary)

**Name of Proponent**\_\_\_\_\_

Date Submitted\_\_\_\_\_

Head Office Address\_\_\_\_\_

Local Office Address\_\_\_\_\_

Duly Authorized Official Representative for the purposes hereof, telephone and fax numbers, and email address

**Description of Proponent**

a) Incorporated Company (name)

\_\_\_\_\_

Date and Place of Incorporation\_\_\_\_\_

**Names and addresses of principal officers:**

**Name****Addresses**

**President**

**Vice President**

**Secretary**

**Treasurer**

**Others**

---

Names of principal shareholders:

---

---

---

b) Partnership

(Name)\_\_\_\_\_

Date and Place Established\_\_\_\_\_

General or Limited Partnership\_\_\_\_\_

Managing Partners and Addresses:

---

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c) Joint Venture\_\_\_\_\_

Date and Place Established\_\_\_\_\_

Name of Principal Firms and Share of Venture

---

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---

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d) Sole Proprietorship

Date and Place Established \_\_\_\_\_

Name and Address of Sole Proprietor

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If the proponent is a subsidiary of, affiliated with or associated with other organizations, please provide details:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### CERTIFICATE

**I hereby certify that the information contained herein represents full, plain and true disclosure of all facts that could be reasonably expected to have an impact on the evaluation of the proposal.**

Witness: \_\_\_\_\_ Signature: \_\_\_\_\_  
**(Duly Authorized Official)**

Name (printed) \_\_\_\_\_

Title: \_\_\_\_\_

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



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**EXHIBIT F – CAPITAL INVESTMENTS**

Proposer shall provide a list of Capital Investments separately.











**EXHIBIT G – RENTALS / FEES /  
CHARGES AND PRO-FORMA  
BIRMINGHAM AIRPORT AUTHORITY**

AT

BIRMINGHAM-SHUTTLESWORTH INTERNATIONAL AIRPORT

Birmingham, Alabama

To Birmingham Airport Authority:

For the operation of an Common Use Lounge 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 COMMON USE LOUNGE CONCESSIONS AT BIRMINGHAM-SHUTTLESWORTH INTERNATIONAL AIRPORT, such specifications including as part thereof are the following:

**Concessionaire to provide all Rentals / Fees and Charges on a separate page.**

The undersigned in furtherance of this offer proposes to pay to the Birmingham Airport Authority the following Minimum Annual Guarantees (MAG) 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 H –  
FINANCIAL  
INFORMATION**

**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 H – SAMPLE LEASE AGREEMENT**

**See Attached.**

**EXHIBIT J –**  
**Airport**  
**Concessions**  
**Disadvantaged**  
**Business**  
**Enterprise**  
**(ACDBE)**  
**Participation**  
**Letter of Intent**

See attached.

## 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);

G-1

- 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).

**BIRMINGHAM AIRPORT BOARD  
REQUEST FOR PROPOSAL  
CONCESSION  
COMMON USE LOUNGE  
(#18-15RFP)**

**BIRMINGHAM AIRPORT BOARD**  
**REQUEST FOR PROPOSAL**  
**CONCESSION**  
**COMMON USE LOUNGE**  
**(#18-15RFP)**

**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.

**BIRMINGHAM AIRPORT BOARD**  
**REQUEST FOR PROPOSAL**  
**CONCESSION**  
**COMMON USE LOUNGE**  
**(#18-15RFP)**

- 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.

**BIRMINGHAM AIRPORT BOARD**  
**REQUEST FOR PROPOSAL**  
**CONCESSION**  
**COMMON USE LOUNGE**  
**(#18-15RFP)**

- 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.

**BIRMINGHAM AIRPORT BOARD  
REQUEST FOR PROPOSAL  
CONCESSION  
COMMON USE LOUNGE  
(#18-15RFP)**

**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: \_\_\_\_\_

**BIRMINGHAM AIRPORT BOARD  
REQUEST FOR PROPOSAL  
CONCESSION  
COMMON USE LOUNGE  
(#18-15RFP)**

---

(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.
---