

Raleigh-Durham Airport Authority



Request for Proposals

**ATM, Foreign Currency & Business Services
Concessions
Raleigh-Durham International Airport**

Issued: September 7, 2022

ADMINISTRATOR:

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Notice to Proposers
ATM, Foreign Currency and Business Services
Raleigh-Durham International Airport

The Raleigh-Durham Airport Authority (the “Authority”) is seeking competitive Proposals for the operation of an Automated Teller Machine (ATM), Foreign Currency and Business Services concessions (the “Concession”) located at Raleigh-Durham International Airport (the “Airport”). Request for proposals (RFP) documents are available at <https://www.rdu.com/do-business-with-rdu/business-opportunities/>.

All Proposals must be received no later than 3:00 PM (EST) on **October 7, 2022** at the Administrative Offices of the Authority. Envelopes should be sealed and marked on the outside “Package 1 - ATM Concession, pre-security only, Raleigh-Durham International Airport”, “Package 2 - Foreign Currency, Business Services & post-security ATM Concession, Raleigh-Durham International Airport”, and Package 3 – ATM and Foreign Currency, Raleigh-Durham International Airport and have the name and address of the Proposer printed on the envelope. Proposals received after the time stated above will be returned unopened. The Authority, in its sole discretion, reserves the right to extend the response date for Proposals.

A Pre-Proposal Conference will be held on **September 16, 2022** in the administrative offices of the Airport Authority at RDU Center, 1000 Trade Drive, RDU Airport, NC 27623 beginning at **1:30 PM EST**. A registration link is below. The Administrative Office is located adjacent to the rental car facilities on the Airport. A tour of the concession locations will be conducted immediately following the Pre-Proposal Conference.

Pre-Proposal Conference Registration link:

<https://www.eventbrite.com/e/414922553527>

The documents listed below constitute the RFP documents.

- Request for Proposals
- Appendix A - ACDBE Participation
- Appendix B - Statistical Information & Lease Outline Drawings
- Appendix C - Proposal Forms
- Appendix D - Sample Concession Agreement

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SECTION I – OVERVIEW

The Raleigh-Durham Airport Authority (“Authority”) owns and operates the Raleigh-Durham International Airport (“Airport” or “RDU”). The Raleigh-Durham Airport Authority is a municipal corporation created by the General Assembly of North Carolina. There are two (2) air carrier passenger terminals at RDU, Terminals 1 and 2.

In 2021, more than 8 million passengers traveled through RDU. That translates to about 22,000 travelers every day connecting to the people and places that matter most: for business, vacation, or both.

RDU traffic responded to COVID-19 related travel demand declines beginning in March of 2020, reaching its lowest levels a month later. Since that time, RDU has seen a steady trend towards traffic recovery ending 2021 at 75% recovery compared to 2019 levels. RDU expects to return to full recovery by 2023. Refer to Appendix B for more enplanement information.

Prior to the pandemic, ten (10) airlines served 62 nonstop destinations, including international cities such as London, Paris, Montreal, and Toronto, with approximately 400 daily flights. At the peak of the pandemic’s impacts to RDU’s network (May 2020), RDU maintained 25 non-stop routes from carriers, with 45 daily departures. As of June 2022, RDU has reached 53 non-stop routes from 13 carriers with more than 300 daily departures. Two new carriers joined the lineup this year. Icelandair launched service to Reykjavick in May. Also in May, Avelo, launched service to Tweed-New Haven Airport.

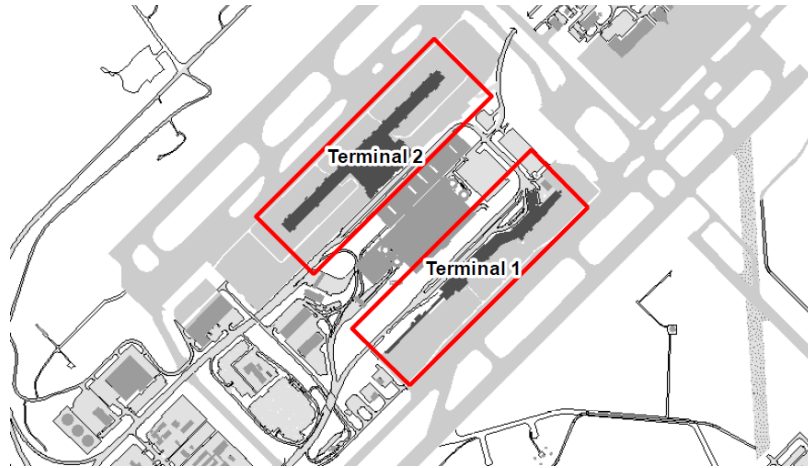
International service is returning to pre-pandemic levels with American resuming service in June to London. Delta will resume service to Paris early Fall with an increase from three times a week to four times a week.

For more information regarding the Airport’s passenger traffic, visit <https://www.rdu.com/airport-authority/statistics/>.

Terminal 1 is the easterly most passenger terminal. It consists of approximately 153,025 square feet of space and provides nine (9) aircraft gates. Southwest Airlines and Spirit Airlines operate from Terminal 1.

Terminal 2 is the westerly most passenger terminal. It consists of approximately 920,000 square feet of space and has thirty-six (36) aircraft gates. The dominant airlines operating from Terminal 2 are American, Delta, and United.

Figure 1 below shows the locations of each Terminal.



Current Concession

The current ATM concession consists of two concessionaires: one providing two (2) pre-security ATMs in both Terminal 1 and Terminal 2, and the second concessionaire providing one (1) pre-security ATM and three (3) post-security ATMs in Terminal 1 and Terminal 2. One of the post-security ATMs is a multi-currency ATM to serve international passengers. In addition, a foreign currency mobile kiosk in Terminal 2 is also provided by the concessionaire.

International service resumed in June, 2022 after having been suspended for two years amid the global pandemic. The current concessionaire will provide foreign currency services to match days of service for international routes through a mobile cart located on Concourse C beginning in July, 2022.

SECTION II – DEFINITIONS

These definitions apply to their use in this RFP.

Addendum – Written or graphic instrument issued prior to Proposal opening which clarifies, corrects or changes the RFP or the concession agreement documents, or otherwise answers questions from potential Proposers.

Administrator – The individual specified by the Authority to act as coordinator and manager of this RFP.

Airport - Airport refers to Raleigh-Durham International Airport.

Airport Concession Disadvantaged Business Enterprise (ACDBE) - For the purposes of this Proposal, this is a small business enterprise that has been certified or approved by the Authority as a disadvantaged business enterprise as defined in 49 CFR, Part 23 and 26.

As Is – The existing conditions of a concession space that has been previously improved. Concessionaire accepts the space with all existing improvements.

ATM – Automated Teller Machine.

Authority - The Raleigh-Durham Airport Authority, a municipal corporation, created by the General Assembly of North Carolina, and existing under and by virtue of Chapter 168 of the Public-Local Laws of 1939, as amended.

Authority Administrative Offices – Office buildings, suites and rooms that house the departmental offices of the Authority and its staff.

Authority Board - An appointed body of eight members that govern the Authority. The Authority Board must approve all concession agreements.

Concession Agreement - The written agreement between Authority and the successful Proposer covering the leasing of premises located at Raleigh-Durham International Airport, including all RFP documents attached to the Concession Agreement and made a part thereof.

Concession Fee – Monthly amount due and payable for the use of the Premises.

Concessionaire - Airport tenant whose business is non-airline related and who sells goods or services for profit.

Date of Beneficial Occupancy - A written notice by the Authority to the Proposer fixing the date on which Proposer shall start to perform obligations under the Concession Agreement.

Day - A calendar day of 24 hours measured from midnight to the next midnight.

Deadline - The deadline for the submittal of Proposals for this RFP is **October 7, 2022 at 3:00 PM (EST)**.

Drawings - Documents showing the layout of the proposed Concession Agreement premises.

Exception - A term which refers to the Proposer's non-acceptance of a particular term of the sample Concession Agreement which must be listed in the Proposal.

Minimum Qualifications - The minimum standards which have been established by the Authority and which must be satisfied by the Proposer as a precondition to further consideration of the Proposal.

Notice of Award - The written notice by the Authority to the selected Proposer stating that, upon compliance with the conditions stated therein, within the time specified, the Proposer shall be offered the right to install and operate the proposed use in the designated concession spaces.

Percentage Rent -The percentage of the gross sales that the Proposer will pay during the term of the Concession Agreement.

Pre-Proposal Conference - A conference, which follows the issuance of a Request for Proposals, attended by potential Proposers for the purpose of clarification of the RFP requirements.

Proposal Documents – All documents submitted by Proposer including but not limited to Proposer's signed Proposal Forms, documentation accompanying the Proposal, changes made during negotiations, including post-Proposal documentation submitted prior to Notice of Award and attached as an exhibit to the Concession Agreement; Proposal Bonds; the General Conditions; Drawings; and Specifications.

Proposal Expiration Date - Proposals must remain in effect until a Concession Agreement is executed with the selected Proposer or one hundred twenty (120) days after the Deadline for Proposal submission, whichever comes first.

Proposer - The individual, company, or joint venture submitting a response to this RFP that incorporates all the elements of a valid Proposal for the opportunity to operate the proposed business at RDU.

Raleigh-Durham International Airport - The medium hub, commercial airport located in Wake County, North Carolina serving central and eastern North Carolina.

RDU – Raleigh-Durham International Airport.

Sample Concession Agreement - A Concession Agreement template provided with this RFP as Appendix D that will serve as the basis for the final agreement between the selected concessionaires and the Authority.

Selected Proposer - The individual or company selected after the evaluation process that provided the Proposal which best fulfills the Authority's goals and objectives.

Shell - The concession space that has not been improved.

Terminal 1 – The easterly of two commercial air carrier passenger terminals located at RDU.

Terminal 2 – The westerly of two commercial air carrier passenger terminals located at RDU.

Transaction Fee – the amount specified as payment to the Authority for ATM transactions.

SECTION III - SCOPE OF SERVICES

Concession Opportunity

The Foreign Currency, Business Services and ATM concession opportunity offered in this solicitation includes multiple packages giving the Proposer the option to propose on either Package 1 or 2. However, the Proposer can opt to propose on Package 3 which is a combination of all locations included in Package 1 and 2.

There are five (5) ATM locations included in this solicitation and designated as either pre-security or post-security. At least one of the Terminal 2 post-security ATM locations must be a multi-currency ATM to serve the international passenger.

A Foreign Currency business counter located pre-security in Terminal 2 as well as a foreign currency mobile cart is included in this opportunity.

Packages are as follows:

Package 1- Pre-Security ATMs only (3 locations)

Package 2 – Foreign Currency locations (2 locations) and post-security ATMs only (3 locations)

Package 3 – All locations included in Packages 1 and 2

Package 1 – ATM Concession located pre-security

The successful Proposer will be granted the non-exclusive right to operate an ATM concession that provides US currency using ATMs affiliated with a nationally or regionally branded banking institution in free-standing sites as noted below. The concession must operate 24 hours per day, seven days per week including holidays. Proposer must stipulate in its Proposal the full range of services it will offer to customers and the transactions fees it will charge for such services

Proposer's Proposal must include the names of affiliated financial institutions, equipment providers, accessible on-line banking networks, related product names and information, and all access fees. Free-standing ATM's must be serviceable from the front. ATM's will be located pre-security. Extensive servicing must occur between the hours of 9:00 PM and 4:00 AM.

Package 1 Pre-Security ATMs	Space	Size (SF)	Space Description	Location
Terminal 1	1100 B-1	6	Free Standing	Ticketing
Terminal 2	1550 D	6	Free Standing	Bag Claim
Terminal 2	2550 B	6	Free Standing	Ticketing

Package 2 – Foreign Currency, Business Services & ATM Concession (post security ATMs)

The successful Proposer will be granted the non-exclusive right to operate an ATM and foreign currency concession. The concession will provide ATMs with the ability to offer multi-currencies to supplement foreign currency services. The ATMs will be located in free-standing sites as noted below. ATMs may be affiliated with regionally or nationally branded financial institution, but bank affiliation is not required. The concession must operate 24 hours per day, seven days per week including holidays. Proposer must stipulate in its Proposal the full range of services it will offer to customers and the transaction fees that it will charge for such services.

The successful Proposer will also be granted the non-exclusive right to operate a Foreign Currency and Business Services concession that provides the sale of foreign currency exchange services, travel insurance, wire transfers, travelers check exchange, pre-paid phone cards, and facsimile/photocopy services. Proposer may propose additional services. The business counter must operate from 8 am – 8 pm, seven days a week including holidays.

The successful Proposer will also be granted the non-exclusive right to operate a Foreign Currency mobile cart concession that provides the sales of foreign currency exchange services, travel insurance and travelers check exchange. The cart must operate 2 hours before the scheduled departure time of all Terminal 2 international flights.

Proposal must include the names of affiliated financial institutions, equipment providers, accessible on-line banking networks, related product names and information, and all access fees. Freestanding ATMs must be serviceable from the front.

Transportation Security Administration and Authority regulations prohibit the carriage of weapons beyond the security checkpoint except by Airport law enforcement officers (“LEOs”) unless an Airport LEO escorts the party. Airport LEO escorts will not be provided to assist in the servicing of ATMs. Therefore, Proposer(s) must provide in the Proposal a detailed summary explaining the security method it proposes to employ during the servicing of the ATM. Extensive servicing must occur between the hours of 9:00 PM and 4:00 AM.

Package 2	Space	Size (SF)	Space Description	Location
Terminal 1 ATM	2008C-2	6	Free-Standing	Concourse
Terminal 2 Business Counter	2420	402	As-Is	Ticketing
Terminal 2 ATM – Gate C3	2100C1-1	6	Free-Standing	Concourse
Terminal 2 ATM Gate D3	2100C1-B	6	Free-Standing	Concourse
Terminal 2 Mobile Cart	2100C1-1D	12	Free-Standing	Concourse

Package 3 – (Package 1 & 2 combined to include all ATMs and Foreign Currency services)

Proposers may elect to submit a Proposal to encompass the entire ATM and Foreign Currency concession.

Term

The term of the Concession Agreement for either package is five (5) years beginning on the date of final execution by all of the parties. There are no renewal opportunities for packages in this solicitation.

Development & Utilities Costs

The successful Proposer must accept the proposed concession space with all existing improvements. The successful Proposer will be responsible for all development costs incurred to design, implement and operate the concession. The cost of common area HVAC and electrical services will be borne by the Authority. All other utilities required to operate the concessions are the responsibility of the successful Proposers. Free-Standing ATM locations currently have electrical service at the ATM site. Current ATMs utilize WiFi for data services. If a hard-wire connection is requested, the Proposer will be required to cover the cost of installation and monthly recurring service fees.

Monthly Rent

Package 1 ATM Concession

The successful Proposer shall pay a Concession Fee, at a minimum, of \$0.75 per transaction. Proposer may propose a higher Concession Fee.

Packages 2 Foreign Currency, Business Services and ATM Concession

The successful Proposer shall pay a Concession Fee, at a minimum, of \$0.75 per transaction. Proposer may propose a higher Concession Fee. Proposer shall pay Percentage Rent on gross sales for foreign currency, business services and travel insurance. Minimums are noted below. Proposer may propose a higher Percentage Rent.

Services	Minimum Rent Proposer may propose higher
ATM	\$0.75 per transaction
Foreign Currency	2.5%
Business Services	50%
Travel Insurance	25%

Package 3 ATM, Foreign Currency and Business Services combined Concession

The successful Proposer shall pay fees as noted in Packages 1 and 2 above, respectively.

General Requirements

Minimum Qualifications

Proposers must meet the following minimum qualifications to be considered for this concession opportunity.

Packages 1 ATM Concession – pre-security only

- Proposers must have owned and/or operated ten (10) or more branded ATMs of a national or regional financial institution in an airport or other similar locations for a minimum of three (3) years in the last five years.
- Proposers must meet or exceed the stipulated Concession Fees.
- Proposers must accept all substantial terms and conditions of the Sample Concession Agreement attached to this RFP. Acceptance must be indicated on the form included in Appendix C. Exceptions to the Sample Concession Agreement must be clearly stated in the Proposal and are subject Section VII – Award Process below.

Package 2 Foreign Currency, Business Services and ATM Concession

- Proposers must have owned and/or operated ten or more branded or non-branded ATMs in an airport or other similar locations for a minimum of three (3) years in the last five (5) years.
- Proposer must have operated a business service and foreign currency exchange concept in an airport or other community location that generated sales of \$1,000,000/year for a minimum of three (3) years in the last six (6) years.
- Proposers must meet or exceed the stipulated Concession Fees.
- Proposers must accept all substantial terms and conditions of the Sample Concession Agreement attached to this RFP. Acceptance must be indicated on the form included in Appendix C. Exceptions to the Sample Concession Agreement must be clearly stated in the Proposal and are subject to Section VII – Award Process below.

Package 3 ATM, Foreign Currency and Business Services

Same qualifications as Package 2.

Process, Interpretation and Clarifications

Proposer may submit more than one Proposal in response to this RFP. The Authority reserves the right to modify, amend or withdraw these RFP documents, including the Agreement, at any time prior to the date and time specified for receipt of Proposals. It is the responsibility of all Proposers interested in submitting response to this RFP to

monitor the website for responses to questions, changes of schedule, addenda, announcements and other information.

The Authority shall not be responsible in any manner for any cost or expenses associated with the preparation or submission of a Proposal or preparation for or participating in interviews, if held. Upon receipt by the Authority, the Proposals submitted, including any and all attachments to the Proposals, shall become the property of the Authority. The Authority shall have the right to copy, reproduce, or otherwise dispose of each Proposal received. The Authority shall be free to use as its own, without payment of any kind or liability thereof, any idea, scheme, technique, suggestion, layout, or plan received during the selection process. The Authority shall reserve the right to approve all proposed sub-tenants, and modify roles of proposed sub-tenants

Objectivity

Proposers are directed not to communicate with any Authority Board member or any other Authority staff member (except the designated contacts) regarding any aspect of this opportunity, solicitation, or selection process. An appropriate official or employee of the Authority may initiate communication with a Proposer in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Proposal. Any failure to comply with this provision may lead to disqualification of a Proposal.

Other than during the Pre-Proposal Conference, the Authority will not provide to any prospective Proposer oral interpretations as to the meaning or consequence of any material portion of the RFP documents. Oral interpretations are not to be relied upon. Requests for interpretation, clarification or correction of RFP documents should be made in writing before and during the Pre-Proposal Conference, or otherwise before the deadline for questions. Questions or issues addressed at the Pre-Proposal Conference which necessitate changes to the RFP documents, at the Authority's sole discretion, will be the subject of an addendum to these RFP documents.

Zakiya James is the designated point of contact for this RFP. Every request for clarification or change of the RFP documents shall be made in writing, except at the Pre-Proposal Conference, no later than **September 22, 2022** to Zakiya James, Raleigh-Durham Airport Authority, P. O. Box 80001, 1000 Trade Drive, RDU Airport, North Carolina, 27623-0001, via fax at (919) 840-7787, or via email at zakiya.james@rdu.com. Any response by the Authority will be made in the form of a written addendum to these RFP documents and will be sent to all parties to whom documents have been issued.

Proposer must acknowledge the receipt of this RFP and each addenda to the RFP using the RFP/Addenda Acknowledgement form attached to this document as Appendix E. Proposer shall be solely responsible for confirming that facsimiles and/or emails have been received by the Authority.

ACDBE Participation

In accordance with Regulations of the US Department of Transportation 49 CFR, Part 23, Subpart F, the Authority has implemented a disadvantaged business enterprise (DBE) concession plan under which qualified firms may have the opportunity to operate an airport business. An ACDBE goal of twenty-nine (29%), as measured by total estimated annual gross receipts, has been established for this opportunity. This goal is a key element of the Authority's concession program, and the Proposer shall take all necessary and reasonable steps to comply with the requirements of the Raleigh-Durham Airport Authority ACDBE Plan. By signing its Proposal, the Proposer commits to making good faith efforts to achieve the Airport Concession Disadvantaged Business Enterprise (ACDBE) goal, unless a waiver request meeting the requirements of Section VI below is submitted with the Proposal.

ACDBE participation may be achieved through the purchase of goods and services, joint ventures, partnerships, or other legal arrangements meeting the eligibility standards in 49 CFR Part 23, Subpart F. In the event that the Proposer qualifies as an ACDBE, the goal shall be deemed met, unless the Authority has set an additional goal. Each ACDBE included in the Proposal must be certified or approved by the Authority and must be identified by name, address, ACDBE category, type of work, and dollar amount of proposed participation. If a Proposer will be unable to achieve the ACDBE goal stated herein, the Proposer will be required to provide documentation in its Proposal demonstrating that all necessary and reasonable steps were taken in attempting to do so, or that it is not economically feasible at this time to enter into either a joint venture, sublease, partnership, or other eligible arrangement with an ACDBE firm. The requirements of this paragraph are not intended to force the Proposer to change its business structure. A Proposal that fails to adequately address the foregoing requirements will be considered non-responsive and will be rejected.

For more information regarding how to qualify as an ACDBE, certification procedures or how to achieve ACDBE participation, please see Appendix A – ACDBE Participation.

Development

The Selected Proposer will be required to plan, design and build-out, at its sole cost, its designated space(s) in accordance with design standards applicable to each terminal and located at <https://www.rdu.com/do-business-with-rdu/business-opportunities/>. Facilities designated "as-is" space are provided in their existing condition. The Selected Proposer will be required to provide renderings and/or photos of the planned upfit for the business service counter and foreign currency mobile cart. The mobile cart shall be of high-quality materials with the ability to withstand repeated and continual movement from operation location to designated storage area. The Selected Proposer must receive approval from the Authority in advance of any construction, facility design and finish materials for all tenant improvements. All facilities must be designed to meet ADA standards.

ATMs must be new or in like new condition and shall not have been in previous service for more than 2 years. ATMs shall be branded as either the financial institution or generically to indicate the service provided.

While the design responsibility is with the Proposer and the Authority will review the proposed designs according to the Evaluation Criteria below, the Authority experience suggests a capital investment of at least \$400/sf will be needed to satisfy the design standards for ATMs, the business counter, and the foreign currency mobile cart.

RFP Schedule

Outreach/Interest Meeting	April 18, 2022
Issued RFP	September 7, 2022
Pre-Proposal Conference	September 16, 2022 at 1:30 pm (EST)
Final Date for Submission of Questions	September 22, 2022
Responses provided	September 28, 2022
Joint Ventures Submitted for Review	September 30, 2022
Proposals Due Date (“Deadline”)	October 14, 2022 at 3:00 pm (EST)
Proposal Review and Evaluation	October 20, 2022
Interviews, if needed	October 27, 2022
Authority Board Presentations	December 15, 2022

SECTION IV – PRE-PROPOSAL CONFERENCE

Questions & Answer Session

The Authority has scheduled a Pre-Proposal Conference on **September 16, 2022 at 1:30 pm EST**. This conference will be held at the RDU Center of the Authority. The purpose of the conference will be to discuss the requirements and objectives of this RFP and tour existing facilities. Authority representatives will be available to answer questions.

Proposers are encouraged to submit any questions concerning this RFP in writing in advance of the Pre-Proposal Conference. Prospective Proposers may send questions by email to the Administrator. Written questions may also be submitted at the Pre-Proposal Conference. The Authority will attempt to answer all written questions received in advance as well as oral questions received at the conference.

Any changes in the requirements of this RFP that result from the conference will be made by addendum to the RFP. All questions submitted, answers, and a list of conference attendees will be included as part of an addendum.

Facility Tour

The Authority will conduct tours of the existing concession facilities. Interested parties should assemble at the Authority Building after the Question & Answer Session.

SECTION V – INSTRUCTIONS TO PROPOSERS

Proposer should review the following instructions carefully prior to preparing and submitting a Proposal. The Authority reserves the right to award contracts on the basis of the Proposals submitted or to negotiate with Proposers for modification of the successful Proposals, at the Authority's sole option. By submission of its Proposal, the Proposer agrees to be legally bound thereby if the Authority accepts the submitted Proposal. The Authority shall 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. The Authority reserves the right to postpone the Proposal submittal due date or to withdraw this RFP, or portions of this RFP, at any time.

Any and all agreements arising out of Proposals submitted hereunder (including any negotiations that follow) shall not be binding on the Authority, its officers, employees, or agents unless and until it is accepted and approved by the Authority Board, and then duly executed by the Authority Board in accordance with all applicable laws.

Statistical information contained in these documents is for information purposes only and is not guaranteed to be accurate. The Authority is not responsible for any inaccuracies in, or interpretation of said data.

Irregularities

A Proposal will be considered irregular and will be rejected if it is improperly executed, contains omissions or alterations of form, additions not called for or otherwise specifically allowed, conditions, limitations, or unauthorized alternate Proposals, or fails to include any other certificates, statements, affidavits, or information required to be included with the Proposal, or contains other irregularities of any kind. Notwithstanding the foregoing, the Authority reserves the right, in its sole discretion, to waive any informalities or irregularities in a Proposal, except that:

- a) the Authority will not waive the requirement that a Proposal, complete in all material respects, be received by the Authority by the time and date specified for receipt thereof; and
- b) the Authority will not consider any Proposal which does not conform in all material respects to the terms of this Request for Proposals, including a commitment by the Proposer to execute the Concession Agreement in the form attached hereto.

The Authority reserves the right to request clarification of information submitted in any Proposal, to require additional information from any Proposer, or, in the Authority's sole discretion, to reject any or all Proposals for any reason and to re-advertise (or decide not to re-advertise) for Proposals.

Public Document

Under the laws of the State of North Carolina, any Proposal will be considered a public record and, except as noted below, will be available for inspection and copying by any person after the award and execution of the Concession Agreement. Prior to award and execution of the Concession Agreement, all Proposals will remain confidential and no portion of the Proposal will be disclosed outside the Authority; provided, however, general, non-proprietary, information about a Proposal that is included in reports to the Authority Board, or any committee thereof, may be disclosed. The Authority will make reasonable efforts to protect any information marked "Confidential," provided that such information is clearly marked and meets the criteria for information exempt from public disclosure under the North Carolina General Statutes, Chapter 132, Public Records.

Proposals that include confidential business information of the Proposer, such as commercial or financial information, that Proposer does not want disclosed outside the Authority must be marked on the title page with a legend that states:

"This response includes data that shall not be disclosed outside the Raleigh-Durham Airport Authority without the permission of [insert firm's name] and shall not be duplicated, used, or disclosed – in whole or in part – for any purpose other than to evaluate this response to the extent nondisclosure is allowed by applicable law, include North Carolina's public records laws. This restriction does not limit the Authority's right to use information contained in this data if it can be obtained from another source without restriction. The data subject to this restriction are contained in pages **[insert numbers or other identification of pages]."**

Proposers shall mark only those pages containing restricted data with the following legend:

"Use or disclosure of data contained on this page is subject to the restriction on the title page of this Proposal."

A blanket restriction applicable to the entire Proposal is not acceptable. Moreover, the inclusion of this provision regarding the restriction on disclosure and use of data should not be construed to protect against the Authority's disclosure of concepts or information that has already been made public. In addition, the Authority may, after discussion with the Proposer, determine that some or all of the information encompassed by the restriction is not appropriately included within the restriction and that such information may be released outside the Authority.

Proposals and copies of Proposals (including the electronic copy or any duplicates made) shall not be returned to unsuccessful Proposers. The Authority shall have no liability for inadvertent or mandated disclosure of information submitted with a Proposal. Any proprietary or otherwise sensitive information contained in or with any Proposal is subject to potential disclosure.

Execution of Proposal Forms

The Proposal Forms, contained in Appendix C, shall be executed in the name of the business actually proposing to perform the contract, if awarded. The form shall bear the signature of an officer authorized to sign for the firm or of the sole proprietor, and the printed or typewritten name of the signing officer and office held. Evidence of the authority of the signer must be attached to the submitted Proposal. In the event of a partnership or a joint venture Proposal, authorized representatives of each participant must sign the Proposal Form.

Delivery of Proposals

The Authority will receive Proposals at the below address until 3:00 p.m. on the Deadline. Any Proposal received after the scheduled submittal date and time will be returned unopened. It is the Proposer's responsibility to ensure any Proposal delivered to the Authority arrives before the Deadline. The Authority is not responsible for any such failure. Each Proposal shall be sealed in a separate envelope addressed as follows. Identify the name of the Proposer on the outside of the envelope.

Proposers shall provide:

One (1) original bound hard copy of the Proposal

The original must be clearly designated as such and must contain all original Proposal forms and original signatures where applicable.

One (1) bound hard copy of the Proposal

The copy must be clearly designated as such and must contain a copy of all executed Proposal forms.

One (1) USB thumb drive containing electronic files of the Proposal which are organized as follows:

One (1) file folder containing the entire Proposal (including completed forms) in searchable .pdf format, with content separated by tab order as defined in Sections VI and VII of this document. This Proposal shall be located in a file folder labeled "Entire Proposal"

One (1) file folder containing individual searchable .pdf files for the content of each tabbed section of the Proposal (including completed forms) as defined in Sections VI and VII of this document. Each tabbed .pdf shall be entitled to match the corresponding name of each specific reference tab

One (1) electronic copy of the required Pro Forma in Excel format (.xlsx). This file shall be located in a file folder labeled "Pro Forma".

Note:

Each Proposal shall be prepared and submitted with all required documents executed by an authorized official of Proposer. Each Proposal shall be enclosed in a sealed envelope or package and mailed, or hand delivered so as to be received no later than Deadline at the address provided below. Packages should be labeled accordingly.

Package 1 – Pre-Security ATMs only

Package 2 – Foreign Currency locations and post-security ATMS only

Package 3 – All locations included in Package 1 & 2

Administrator: Zakiya.james@rdu.com

Raleigh-Durham International Airport

P. O. Box 80001, 1000 Trade Drive

RDU Airport, NC 27623-0001

No Proposal may be withdrawn after it has been submitted to the Authority unless the Proposer so requests by letter or telegram and such request is received by the Authority before the Deadline for receiving Proposals. In submitting the Proposal, the Proposer agrees that the Proposal will remain valid for one-hundred twenty (120) calendar days after the Deadline for submission of Proposals, and may be extended beyond that time by mutual agreement between the Authority and Proposer. Any withdrawal is subject to the Proposal Bond requirements below.

SECTION VI – SUBMITTAL REQUIREMENTS

Specific forms and instructions included in this RFP in Appendix C – Proposal Forms must be completed and provided as a part of Proposer’s submittal in order to have a Proposal considered. Proposers are required to follow the format and sequence found in Appendix C when submitting a Proposal. Proposers may be asked to revise, clarify, and/or provide additional information during the Proposal review process. These requests will require immediate action and must be responded to in writing within a very short time frame (48 hours as an example).

Each Proposal submittal shall consist of the following documents. A set of tabs to identify each part of the Proposal should be inserted to facilitate quick reference.

Submittal Sections

Section 1 – Cover Letter

Proposer shall submit a one or two page cover letter to identify Proposer, and summarize Proposer’s minimum qualifications. The Proposal should include a brief statement of experience, a statement of acceptance of the Concession Agreement terms, and any other general information which the Proposer desires to include as an introduction to the Proposal.

Section 2 – Company Background and Management Experience

Include a brief history of the Proposer and general description of services provided by the proposing firm. Note any changes in the company name and ownership structure over the last five (5) years. Describe current operations as they exist today.

Section 3 – ACDBE Participation

Describe Proposer’s efforts to satisfy the ACDBE goal for this solicitation. Note the status of all qualified ACDBE firms and any firms who may be seeking ACDBE status at the time of submission of the Proposal.

Section 4 - Proposed Products and Services

Describe the overall program and how it would be implemented at RDU including a project schedule and timeline. Include a list of proposed services at each location (ATM and foreign currency locations) and a corresponding price sheet indicating the prices to be charged.

Section 5 - Financial Projections

Proposer shall submit financial projections clearly showing the anticipated gross sales and/or transaction fees and expenses for the account. These projections should be in sufficient detail to show that the projected revenue stream can support the Concession Fees proposed without sacrificing the quality or service of the operation.

Section 6 - Financial Background

Proposers shall submit the historical financial information requested in the General Requirements above for the proposing entity and any joint venture or affiliate entities. The Authority reserves the right to request additional financial information from any Proposer.

Section 7 - Management and Operations Plan

Proposers shall submit sufficient information to allow the Authority to evaluate Proposer's management operating plan. Describe the experience of the management staff that will be assigned to the account including their professional credentials, capabilities and experience (resume or biography may be attached). Describe any staff training, restocking, equipment servicing, replenishment, and/or monitoring plans.

Section 8 - Exceptions to the Concession Agreement

Proposer shall include a list of exceptions to the terms of the sample Concession Agreement, if any. All such exceptions shall be clearly stated on a separate page labeled "Exceptions." The only provisions of the Concession Agreement that the Authority will consider negotiating are those specifically identified as Exceptions in the Proposal. Any Exception not noted in the Proposal cannot be raised later. If the Authority and the Proposer cannot negotiate an acceptable Concession Agreement, the Authority reserves the right, in its sole discretion, to reject the Proposal.

Section 9 - Proposal Bond

Each Proposal shall include a Proposal Bond in the form of a surety bond or a cashier's or certified check made payable to the Raleigh-Durham Airport Authority in an amount of \$1,000 as a guarantee that 1) Proposer will not withdraw the Proposal, 2) if identified as the highest-ranked Proposer, Proposer will execute a Concession Agreement with the Authority in substantially the form included herein subject to Exceptions clearly noted in writing, and 3) if identified as the highest-ranked Proposer, the required insurance certificate will be delivered to the Authority in accordance with the Concession Agreement. If, prior to acceptance, the Proposal is withdrawn, except as provided herein, or if the Proposer fails to execute said final Concession Agreement and provide said insurance certificate within ten (10) days after the receipt of notice that the Proposal has been accepted, the Proposer shall be liable to the Authority in the amount of its Proposal Bond as liquidated damages. Until the Proposal Expiration Date, Proposer agrees that the Proposal Bond shall remain in effect. The Authority shall have

the right, in its sole discretion, to extend the time for delivery of the Concession Agreement.

The Proposal Bond, if a surety bond, shall be issued by a surety company authorized to do business in the State of North Carolina and rated as at least an A or A+. The original Proposal Bond shall be attached in the original Proposal submittal. A copy of the Proposal Bond shall be attached in each copy of the Proposal submittal.

Section 10 - Properly Executed Proposal Form

The Proposal must be submitted signed and properly executed.

SECTION VII - AWARD PROCESS

Evaluation of Proposal

After the submission Deadline, the Authority's staff will begin reviewing Proposals. During this process, questions and/or requests for clarification or provision of supplemental information may be directed to Proposers as necessary. The objective of the staff evaluation will be to thoroughly evaluate the qualifications and capabilities of each Proposer.

Based on evaluation of the submittals, Authority staff may select a limited number of Proposers for further consideration and conduct interviews with these selected Proposers, potentially by teleconference. Authority staff reserves the right to request a "best and final" offer from any or all Proposers.

A final Proposal score will be determined. Authority staff will recommend the highest-ranked Proposer to the President & CEO based on the results of interviews, client reference checks, and review of Proposals.

Evaluation Criteria

Selection criteria are as follows:

- ❑ Experience – Depth and breadth of experience of the Proposer, managing staff, and any proposed sub-tenants, on other comparable accounts. Experience should be specific to managing an ATM and/or foreign currency business and identify any such experience in an airport environment. Demonstrated history of performance of contracts and related obligations under current and past agreements (including business references) – Weighted with 25 points.
- ❑ Services Offered and Pricing of Services - Types, scope and quality of services to be offered. Proposer must also show previous flexibility responding to changes in demand for proposed services including the ability to ramp up or down in response to changing enplanement levels. Reasonableness of prices and fees compared to same or similar services in the surrounding area or similar markets. Weighted with 20 points
- ❑ Conceptual Plans - Use of space, equipment design and arrangement – Weighted with 10 points.
- ❑ Management Plan - Demonstrated ability to manage the concession, manage the servicing of equipment, and expected annual gross revenues. Level of satisfaction expressed by other clients with the proposed personnel, the Proposer, and proposed sub-tenants. Weighted with 20 points.
- ❑ ACDBE Participation - Efforts to include DBE's in the response to the Request for Proposals. Weighted with 5 points.

- ❑ Financial Capacity - Demonstrated financial capability to operate proposed concession, capability to design, build and obtain necessary equipment to provide a high performing service. Weighted with 20 points.
- ❑ A total of 100 points is available.

Contract Award

All Proposals shall be deemed to remain in effect and subject to selection by the Authority until a Concession Agreement is actually signed, or one-hundred twenty (120) calendar days after the Deadline for Proposal submission.

Execution of Agreement

NOTE: Proposers are required to review the attached Concession Agreement. If the Proposer fails to provide requested changes or comments to the agreement, the Authority will assume the Proposer agrees to the agreement as written. The Authority has limited ability to change the agreement. Any requested changes may be rejected by the Authority.

After completion of the evaluation process, the Authority will notify the successful Proposer and then will promptly begin any required negotiations. The successful Proposer shall fully execute and deliver to the Authority a signed Concession Agreement within ten (10) days after receipt of a letter of award in the form negotiated by the Authority and Proposer unless this time frame is extended in the sole discretion of the Authority. The agreement shall be substantially in the form of the Sample Concession Agreement in this RFP, subject to negotiation of Exceptions noted by the Proposer in its Proposal. Should the successful Proposer fail to execute and deliver the Concession Agreement within ten (10) days, the Authority may cancel the letter of award.

If, for any reason, a satisfactory agreement cannot be negotiated with the selected Proposer, then discussions with that Proposer will be terminated and initiated with the next highest-ranked Proposer.

The Proposer will be required to execute the Concession Agreement before it is presented to the Authority Board for approval.

Authority Approval

After the Authority has received a signed Concession Agreement from Proposer, the Concession Agreement will be presented to the Authority Board for consideration at a scheduled Board meeting. The Authority Board will approve or not approve the Concession Agreement in its discretion. No Concession Agreement can take effect without Authority Board approval.

Failure to Contract

If the Authority and successful Proposer fail to enter into and execute a formal written Concession Agreement within ten (10) days after Proposer receives a letter of selection in the form negotiated by the Authority and Proposer, unless this time frame is otherwise specifically extended in writing by the Authority, said Proposer's Proposal Bond shall be forfeited as liquidated damages and the Proposal shall be deemed rejected.

SECTION VIII - APPENDICES– GENERAL INFORMATION

In the Proposer's analysis of Airport activity, one must keep in mind that past performances and passenger distribution are subject to change due to a variety of reasons, including:

- Airline relocations;
- Airline strikes;
- Airport construction and reconfiguration;
- Reduced airline traffic;
- Security restrictions imposed by the TSA or the Authority; and
- Other economic factors impacting airline travel patterns.

Appendix A – ACDBE Participation

ACDBE Certification

An Airport Concessions Disadvantaged Business Enterprise (ACDBE), as defined by 49 CFR Part 23, is a business concern that meets criteria in the following categories:

A. Ownership – A firm seeking ACDBE certification must be a for-profit small business in which a U.S. citizen (or resident alien) owns at least a 51% interest (or in the case of any publicly owned business, at least 51% of the stock is owned by one (1) or more socially and economically disadvantaged individuals). Socially disadvantaged individuals include:

- Women;
- Black Americans,
- Hispanic Americans, regardless of race;
- Native Americans;
- Asian-Pacific Americans,
- Asian-Indian Americans.

Individuals who are not in a presumptive group must prove social disadvantage to the Authority.

B. Personal Net Worth – The disadvantaged individual must have a personal net-worth (PNW) of less than \$1,320,000. Items excluded from a person's net worth calculation include an individual's ownership interest in the applicant firm, and his or her equity in their primary residence; additional exemptions are listed in 49 CFR Part 23.

C. Control - The socially and economically disadvantaged applicants(s) must have an overall understanding of, and managerial and technical competence and experience directly related to, the type of business in which the firm is seeking certification. The socially and economically DBE owner(s) must possess the power to direct or cause the direction to the management and policies of the firm and to make day-to-day, as well as long-term decisions on matters of management, policy and operations. The firm must not be tied to another firm in such a way as to compromise its independence and control

D. Size - Applicant firms must meet the small business size standards established by the U.S. Small Business Administration. Depending upon the nature of work performed, a firm (including its affiliates) must not have average annual gross receipts over the firm's previous three (3) fiscal years in excess of \$52,470,000 with some exceptions. Applicable size standards can be found in 49 CFR Part §23.33or [here](#).

The Authority may conduct post award compliance reviews of the ACDBE participation under the contract. Concessionaires that are awarded contracts

pursuant to this Solicitation shall keep all records as necessary to enable the Authority to determine compliance with the ACDBE obligations. Records to be kept by the Contractor will include, but are not limited to, information on the type of goods and/or services provided by the ACDBE firm(s), the dollars spent with each ACDBE firm and the ACDBE certification status of the firms.

Certification Process:

Firms seeking to participate in concession opportunities as an ACDBE must be certified by the Raleigh-Durham Airport Authority’s Small Business Program Office. The ACDBE Program application forms are available for download from the North Carolina Department of Transportation website at: <https://connect.ncdot.gov/business/SmallBusiness/Pages/default.aspx> (utilize the “DBE” application).

Submit all ACDBE applications and supporting documents for certification to:

Small Business Program Office Raleigh-Durham Airport Authority PO Box 80001 RDU Airport, NC 27623
--

The application should clearly identify the “Airport Concession” as the opportunity for which the ACDBE certification is being sought. The concessionaire shall ensure that ACDBE applications are submitted in a timely manner (at least 4 weeks before the deadline for Proposal award). The applicant ACDBE shall include a statement of the goods and services that it plans to provide. Once certified by the Authority, ACDBE firms will be required to submit an annual “No Change Affidavit” as required under 49 CFR Part 23.

The Authority’s Small Business Program Office will assist interested Proposers in identifying current Authority-certified ACDBE firms and other minority firms upon request. Direct all questions about ACDBE certification should be to Thiané Carter at (919) 840-7712 or via email at thiane.carter@rdu.com.

Acceptable ACDBE Participation

Proposers should reference 49 CFR Part 23.55 to demonstrate acceptable ACDBE participation. ACDBE Participation is reviewed based on the total dollar amount of the gross receipts earned by the ACDBE for its portion of work in the proposed concession. Options for meeting this commitment are:

- A. 100% ACDBE participation:** For this option, the Proposer is solely owned and operated as a certified ACDBE firm. ACDBE participation represents the total dollar value of gross receipts under a concession agreement or

management contract or subcontract. Include ACDBE certification letter in Proposal.

- B. Joint Venture or Partnership Agreement:** For this option, a Proposer enters into a joint venture or partnership agreement with a certified ACDBE partner, in which the ACDBE partner has financial risk and reward commensurate with the ACDBE participation goal for this Concession Opportunity. For example, if the ACDBE goal is 29%, then the ACDBE concessionaire's risk in terms of investment in the operation and anticipated upside (reward) must be no less than 29%.

The Authority interprets 49 CFR Part 23.55 strictly as it relates to joint ventures. Neither the revenues generated by the joint venture nor the ownership interest of an ACDBE partner will count towards the ACDBE goal established in this Solicitation. 49 CFR Part 23.55(d) provides that when an ACDBE performs as a participant in a joint venture, the Authority must "count a portion of the gross receipts equal to the distinct, clearly defined portion of the work of the concession that the ACDBE performs with its own forces toward the ACDBE goals." The Authority has determined that in order for the ACDBE's role to be "distinct" and "clearly defined", the Proposer must contract for specific management or other services with ACDBE firm(s). If the parties entered into a management agreement, 49 CFR Part 23 would permit the "entire amount of fees or commissions charged by an ACDBE for bona fide services to count towards ACDBE participation". The fees or commissions must be based on market rates ("reasonable and not excessive as compared with fees customarily allowed for similar services").

If the Proposer plans to participate in a joint venture or partnership with a certified ACDBE firm, the Proposer must submit a joint venture application (see Appendix 2) for approval by August 30, 2019 prior to the Proposal due date stated in the Solicitation for evaluation. For purposes of ACDBE participation, joint venture entities are not certified as ACDBEs.

- C. Percentage of Goods/Services towards Vendor Purchases:** For this option, the Proposer designates a percentage of the gross sales that will be committed to the purchase of goods and services from ACDBE or DBE certified vendors. ACDBE participation for goods and services will be counted according to regulations 49 CFR Part 23.55.

Good Faith Efforts

All Proposers shall be required to take all steps reasonably necessary in accordance with the Authority's ACDBE Plan and 49 CFR Part 23 and 26 to ensure that minority firms and ACDBEs have the maximum opportunity to participate in contracts and subcontracts. Failure to make a good faith effort and to adequately document such efforts to the Authority will be grounds for disqualifying a bid as non-responsive. Proposers shall not discriminate on the basis of race, color, national origin or gender in the selection of suppliers and subcontractors and in the performance of this contract. In order to comply with

the proposal requirements of Part 23 a Proposer shall either meet the specific ACDBE goal for this Concession Opportunity, or in the alternative demonstrate that the Proposer has made sufficient good faith efforts to meet the goal in accordance with the good faith effort provisions of Part 23 and Part 26.

- A.** If a Proposer is unable to meet all or any part of the ACDBE participation goal, the Proposer must submit documentation of good faith efforts. The good faith effort documentation must be submitted with the Proposal, under separate cover titled "Good Faith Efforts".
- B.** Good faith efforts of a Proposer shall be evaluated by the Authority to determine whether the efforts to obtain ACDBE participation were those that a firm aggressively seeking partners or subcontractors would take in the normal course of doing business; whether the steps taken had a reasonable probability of success; and whether there were qualified ACDBEs available and willing to participate in a reasonable manner.
- C.** The Small Business Program Office will review the good faith effort documentation and determine whether a Proposer has made a good faith effort to achieve the ACDBE goal.
- D.** The following examples are possible efforts demonstrating good faith; however, this is not inclusive or exhaustive:
 - a.** Attend any informational meetings that are scheduled by the Authority regarding ACDBEs;
 - b.** Advertise in major circulation newspapers, trade association newsletters and minority and/or women-oriented media concerning the ACDBE participation opportunities;
 - c.** Provide written notice to ACDBEs regarding the concession contract being solicited, in sufficient time to allow ACDBEs to participate;
 - d.** Follow-up initial solicitations of interested ACDBEs to determine their level of interest in the opportunity; Provide interested ACDBEs with adequate information about the RFP, the certification process and other elements of the opportunity;
 - e.** Negotiate in good faith with interested ACDBEs and not reject ACDBEs as unqualified without sound reasons, based upon thorough investigation of their capabilities; and,
 - f.** Make efforts to assist interested ACDBEs in obtaining financing or insurance (if applicable).

Compliance and Assurances

All Proposers are hereby notified that failure to carry out the obligations of the ACDBE Plan and 49 CFR Part 23 and 26 regulations will constitute a breach of good faith in dealing with the Authority, and the Authority will take any and all actions permitted by law to ensure compliance by all concessionaires employed by it. Any Proposer who fails to meet or exceed the goals and fails to provide satisfactory evidence of its good faith effort to include ACDBEs in its Proposal will

be deemed to have submitted an incomplete or non-responsive bid and its bid will be rejected.

Agreements between a Proposer and an ACDBE in which the ACDBE promises not to provide Proposals to other Proposers are prohibited. Following the opening of the Proposals, no change shall be made in any of the ACDBE firms proposed to be engaged by the Proposer without the prior written consent and approval of the Small Business Program Officer and the Business Development Office. Proposers shall make a satisfactory good faith effort to replace any ACDBE that is unable to perform successfully with another ACDBE. All substitutions shall be coordinated with and approved by the Small Business Program Office and the Authority's Business Development Office prior to being made.

Appendix B – Statistical Information

This Appendix B contains information that may be helpful to Proposers in preparing a Proposal.

- Lease Outline Drawings
- Enplanements
- Sales information for current concession

The reports in this section are provided as a convenience to the Proposer without any warranty whatsoever by the Authority. The Proposer shall make its own conclusions and interpretations from the data supplied by the Authority and from information available from other sources. Proposers are encouraged to conduct their own research and/or surveys to determine if its proposed services are compatible with RDU passengers.

Lease Outline Drawings

[FX ATM Lease Outline Drawings](#)

Passenger Traffic

Year	Terminal 1 Enplanements	Terminal 2 Enplanements	TOTAL Enplanements
2019	1,304,230	5,819,204	7,123,434
2020	495,653	1,940,383	2,436,036
2021	719,739	3,700,332	4,420,071
2022 Jan-Apr	228,468	1,414,587	1,643,055

Year	TOTAL International
2019	253,585
2020	38,481
2021	41,079
2022 Jan-Apr	16,438

Historical Sales

	2019	2020	2021
ATM - Terminal 1 Ticketing*	\$48,180	\$20,199	\$18,276
ATM - Terminal 1 Concourse	\$14,438	\$2,883	\$1,798
ATM – Terminal 2 Bag Claim	\$9,104	\$2,495	\$2,386
ATM – Terminal 2 Ticketing*	\$119,868	\$45,306	\$60,033
Foreign Currency Business Counter Includes Mobile Cart transactions	\$2,146,210	\$237,694	\$0.00
ATM – Terminal 2 Gate C3	\$43,766	\$6,945	\$3,019
ATM – Terminal 2 Gate D5	\$20,114	\$4,939	\$5,525
Total Sales	\$2,403,699	\$322,481	\$93,058

*Estimated revenue using Transaction Stats with \$3.00 transaction fee

RDU International Airport Airline Assignments by Terminal	
Terminal 1	Terminal 2
Southwest Airlines	Air Canada
Spirit	Alaska
	Allegiant
	Avelo
	American Airlines
	Delta Air Lines
	Iceland Air
	Frontier
	Jet Blue
	Sun Country Airlines
	United

Appendix C –Proposal Forms

Proposal forms have been developed for certain sections of this solicitation that must be incorporated into Proposer's submittal. Proposal forms shall be executed in the name of the business actually proposing to perform the contract, if awarded. Where specified, forms shall bear the signature of an officer authorized to sign for the Proposer, the printed or typewritten name of the signing officer and office held. Evidence of the authority of the signer must be attached to the submitted Proposal.

Where a form is provided, specific information must be entered into the form and / or inserted with the form in the correct section of the Proposal. Proposers are encouraged to enter the information directly into the form where applicable. Proposal forms may also be copied and filled in by typewriter

Proposers may not alter the base text of any document issued with this RFP.

Proposal Form List:

1. ACDBE Participation Forms
2. Pro Forma & Capital Requirements
3. Fees Proposal Form
4. Concession Agreement Commitment Form
5. Solicitation / Addenda Acknowledgement Form
6. Administrative Information Form
7. Proposal Declaration Form
8. Business References Form
9. Financial References Form

1. ACDBE Participation Forms

Instructions: Complete and attach the Airport Concessionaires Disadvantaged Business Enterprise Commitment Form to Section 3 of the Proposal.

If applicable, complete and submit the Airport Concessionaires Disadvantaged Business Enterprise Joint Venture Application to the Small Business Program Office. This form may be submitted for review through **September 30, 2022**, prior to submission of Proposals.

Final applications must be submitted with the Proposal.



**RALEIGH-DURHAM AIRPORT AUTHORITY
ACDBE REQUIRED INFORMATION CHECKLIST**

Use the following forms and additional pages where necessary to provide the following information:

	<u>All Proposers</u>	<u>Joint Venture Proposers</u>
1. ACDBE Commitment Form	X	
2. ACDBE Joint Venture Application		X
3. Affidavit of Joint Venture		X
4. ACDBE Certification Letters/ Certificates	X	
5. Joint Venture Agreement		X
6. Letter of Intent to Perform detailing the ACDBE Participation percentage and role of each ACDBE, signed by each DBE participant and non-DBE participant.	X	
7. Profit and Loss Sharing agreement/plan		X
8. Statement of Start Up and Operating Costs - provide itemized statements of start-up and operating costs for the concession operation	X	
9. Detail Plan for Capital Contributions – provide an itemized statement of each members capital contributions (identifying cash investments and loan amounts)	X	
10. Other Applicable Ownership Interests – provide list of joint ventures or other business relationships between the ACDBE and non-ACDBE members of this agreement	X	
11. Detailed description of functions to be performed by ACDBE firm (identifying ACDBE’s personnel responsible for the functions)	X	
12. Detailed description of functions to be performed by non-ACDBE firm (identifying personnel responsible for the functions)	X	
13. Resumes of all principal managers	X	
14. Business resume/capability statement showing ACDBE firm’s experience in performing work relevant to this concession opportunity	X	



RALEIGH-DURHAM AIRPORT AUTHORITY
AIRPORT CONCESSIONAIRES DISADVANTAGED BUSINESS ENTERPRISE
COMMITMENT FORM

Name of Proposer _____	Proposal Name _____
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ACDBE Goal (%) _____	Proposed ACDBE Participation (%) _____	Proposed ACDBE Participation (\$) _____
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List each ACDBE firm participating in this lease agreement/proposal. Attach additional sheets as needed.

ACDBE Partner Name _____	ACDBE Participation Proposed (Dollars/ Percentage %) \$_____ %
Contact Person _____	E-mail Address _____
ACDBE Participation Proposed (Dollars/ Percentage %) \$_____ %	Capital Contribution Required _____
Source of Capital Contribution _____	
Participation Type <input type="checkbox"/> Prime Concessionaire <input type="checkbox"/> Joint Venture Partner <input type="checkbox"/> Sub-concessionaire <input type="checkbox"/> Supplier/ Distributor <input type="checkbox"/> Other	
ACDBE Status <input type="checkbox"/> Certified (Attach Letters of Certification) <input type="checkbox"/> Certification Pending – Indicate Agency of Pending Certification _____	
List ACDBE Certified NAICS Codes 1. _____ 2. _____ 3. _____ 4. _____ 5. _____	
Describe Type of Work or Service to be Performed (Attach resumes for key personnel/principals of ACDBE firms) _____	

Please check the appropriate box, and sign the document.

- The proposer is committed to a minimum ACDBE participation of _____%, which meets or exceeds the ACDBE goal as listed in the RFP.
- The proposer is committed to a minimum ACDBE participation of _____%, which does not meet the ACDBE goal as listed in the RFP. Supplemental documentation demonstrating good faith efforts to meet the goal has been provided.

Signature _____ Title _____

A copy of the joint venture agreement must be attached to this application

Joint Venture Name _____	Contact Person _____
E-Mail Address _____	Telephone Number _____

ACDBE Partner Name _____	Contact Person _____
E-Mail Address _____	Telephone Number _____
Percentage Ownership in Joint Venture _____	

Non-ACDBE Partner Name _____	Contact Person _____
E-Mail Address _____	Telephone Number _____
Percentage Ownership in Joint Venture _____	

This form is to be submitted if a Proposer is proposing ACDBE participation in the concession as a joint venture.

The joint venture agreement must clearly state:

1) each joint venture member's roles and responsibilities in the management and day-to-day operations of the joint venture, 2) the capital contribution requirements for each joint venture member, and 3) the allocation of risks and liabilities between joint venture members.

No subsequent changes to the joint venture agreement will be allowed without prior notice to the Authority. Any changes to the roles and responsibilities of the ACDBE joint venture member will require the prior approval of the Authority.

Name of Propser: _____

Proposal Name (from title page of Request for Proposals):

The Proposer, taking into consideration the roles and responsibilities of the ACDBE in the management and day-to-day operations of the concession, represents that the value of the ACDBE participation in the concession will be equal to _____ percent of the gross revenues of the concession.

The undersigned covenants and agrees to provide the Authority with current, complete and accurate information regarding the actual performance by the ACDBE joint venture member in the concession's management and operations, as required by the concession Agreement and/or upon request by the Authority. Any material misrepresentations in this Affidavit, in the attached joint venture agreement, or in any other information provided to the Authority by Proposer regarding ACDBE participation may be an event of default under the concession Agreement and will be grounds for initiating action under applicable federal and state laws and regulations.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THIS DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED ON BEHALF OF THE RESPONDENT TO MAKE THIS AFFIDAVIT.

(Name and Title of Affiant – Print or type)

(Signature)

(Date)

On this _____ day of _____, 20__.

The above signed officer, _____ (Name of Affiant), personally appeared and, known by me to be the person described in the above Affidavit, acknowledged that (s)he executed the same in the capacity stated above and for the purposes stated above.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

(Notary Public Signature)

Seal

Commission expires: _____

Part 1 - Pro Forma Template & Capital Requirements

Instructions:

Complete the Pro Forma Template provided in MS Excel format included with the RFP to provide financial projections for the full term of the Concession Agreement. Include all projected revenue and expenses.

Include all assumptions used in a tab called "Proposer Notes."

Complete the Capital Requirements tab.

[ProForma ATM Foreign Currency Business Services](#)

Part 2 - Fees Proposal Form

Concession will remit monthly Concession Fees and Percentage Rent to the Authority each month.

Concession Fee

Proposer must propose Concession Fee, which shall at a minimum, be \$0.75 per transaction.

Transaction Fee: _____ per transaction

Percentage Rent - Foreign Currency

Proposer must propose the percentage rent of foreign currency sales, at a minimum of 2.5% of total foreign currency gross revenues.

Percentage Rent – Foreign Currency: _____ % of total foreign currency sales

Percentage Rent – Business Services & Travel Insurance

Proposer must propose the percentage rent of business services and travel insurance sales, at a minimum of 2.5% of total foreign currency gross revenues and 50% of travel insurance sales.

Percentage Rent – Business Services: _____ % of total business services sales

Percentage Rent – Travel Insurance: _____ % of total travel insurance sales

The signature of the Chief Financial Officer certifies that this Financial Offer is supportable throughout the term of the Agreement.

BY: _____
(Signature of Chief Financial Officer)

(Printed Name of Chief Financial Officer)

DATE: _____

Telephone No.: _____

Concession Agreement Commitment Form

Proposer must commit to execute the Concession Agreement in substantially the same form as that included with the Solicitation.

Proposer may include a list of exceptions to the terms of the Concession Agreement, if any, below. The only provisions of the Concession Agreement that the Authority will consider negotiating are those specifically identified below. Any exception to the Agreement terms and conditions not noted below cannot be raised later.

Select and complete one of the following:

Proposer will execute the Concession Agreement in substantially the same form as that included with the Solicitation with no requested exceptions.

Proposer Representative Signature: _____

Proposer Representative Name: _____

Proposer Representative Title: _____

Proposer will execute the Concession Agreement in substantially the same form as that included with the Solicitation with requested exceptions as listed below.

Proposer Representative Signature: _____

Proposer Representative Name: _____

Proposer Representative Title: _____

**Requested exceptions to the Concession Agreement
(attach additional sheets if necessary)**

2. Solicitation / Addenda Acknowledgement Form

Please enter the information below to acknowledge the receipt of this Solicitation and each Addendum to the Solicitation.

Company Name

Address

Phone Number

Email Address

	Signature	Date
Solicitation	_____	_____
Addenda No. 1	_____	_____
Addenda No. 2	_____	_____
Addenda No. 3	_____	_____
Addenda No. 4	_____	_____
Addenda No. 5	_____	_____
Addenda No. 6	_____	_____
Addenda No. 7	_____	_____
Addenda No. 8	_____	_____
Addenda No. 9	_____	_____
Addenda No. 10	_____	_____

3. Administrative Information Form

Main Point of Contact for Proposer: _____

Telephone Number: _____

E-mail Address: _____

Legal Notice Address: _____

Name of the Party that will execute the Concession Agreement: _____

Title: _____

4. Proposal Declaration Form

I, the undersigned, warrant that I have carefully examined the Solicitation and Concession Agreement documents included in this Solicitation. Proposer guarantees that the Proposal submitted meets or exceeds specifications contained in the Solicitation document. Any exceptions are described in detail and all requested information has been submitted as requested. Proposer acknowledges that the Proposal may not be withdrawn for a period of one hundred twenty (120) days after the Proposal submittal due date. Except as otherwise expressly provided in the Proposal, the Proposal incorporates by reference, as if fully set forth in the Proposal, the full content of the Solicitation and Concession Agreement.

I further warrant that if this Proposal is accepted, Proposer will contract with the Raleigh-Durham Airport Authority in substantially the form of the Concession Agreement hereto attached and comply with the requirements of the RFP and Concession Agreement documents. Proposer shall deliver an executed Concession Agreement to the Authority within fifteen calendar days after Proposer receives the Authority's notice of award. If Proposer fails to meet this requirement, Proposer's Proposal Guarantee shall be forfeited.

I affirm that I am duly authorized to execute the Concession Agreement and the Proposal Declaration Form; and that this company, corporation, firm, partnership, or individual has not prepared this Proposal in collusion with any other Proposer.

Name of Proposer: _____
Signature of Authorized Person: _____
Title of Signer: _____
Business Address of Proposer: _____

Business Phone: _____
Date: _____

Subscribed and Sworn to before me this _____ day of _____, 20____.

Notary

(Seal)

5. Business References Form

Business References (provide two business references and one financial reference. Bank reference must be the primary financial institution with which business is conducted for the locations provided on the prior page).	
Business Reference #1	
Supplier Name:	Account No.:
Email:	Telephone No.:
Address:	
Goods/Services Purchased:	
Business Reference #2	
Reference Name:	
Email:	Telephone No.:
Address:	
Nature of Relationship:	
Business Reference #3	
Reference Name:	
Email:	Telephone No.:
Address:	
Nature of Relationship:	

6. Financial References Form

Business References (provide two business references and one financial reference. Bank reference must be the primary financial institution with which business is conducted for the locations provided on the prior page).	
Credit Reference #1	
Supplier Name:	Account No.:
Email:	Telephone No.:
Address:	
Goods/Services Purchased:	
Credit Reference #2	
Reference Name:	
Email:	Telephone No.:
Address:	
Nature of Relationship:	
Credit Reference #3	
Reference Name:	
Email:	Telephone No.:
Address:	
Nature of Relationship:	

Appendix D - Sample Concession Agreement

[Foreign Currency ATM Sample Terminal Concession Agreement](#)