MARYLAND DEPARTMENT OF TRANSPORTATION

REQUEST FOR PROPOSALS NO. MDOT-AC-2023

FOR THE NON-EXCLUSIVE RIGHT TO REDEVELOP, RENOVATE, LEASE & MANAGE THE RETAIL, RESTAURANT & COMMERCIAL SERVICES AT BALTIMORE/WASHINGTON INTERNATIONAL

FINANCIAL PROPOSAL

THURGOOD MARSHALL AIRPORT

TO: Office of Procurement

Maryland Department of Transportation

SUBJECT: Maryland Department of Transportation

Request for Proposal No. MDOT-AC-2023

- A. Pursuant to Request for Proposals No. MDOT-AC-2023 for the Non-Exclusive Right to Redevelop, Renovate, Lease & Manage the Retail, Restaurant & Commercial Services at Baltimore/Washington International Thurgood Marshall (BWI Marshall) Airport, the undersigned hereby submits a Financial Proposal for the provision of such services based on and subject to the terms, provisions, and conditions contained in the Maryland Department of Transportation's (MDOT) Request for Proposals No. MDOT-AC-2023 dated _______, which document has been read by the undersigned and to which the undersigned agrees.
- **B.** The undersigned hereby agrees to Redevelop, Renovate, Lease & Manage the Retail, Restaurant & Commercial Services at BWI Marshall and proposes to pay monthly to the Maryland Aviation Administration (MAA) a compensation fee for the right and privilege of establishing and operating the proposed services.
- C. The undersigned hereby provides in words and in numbers, its Financial Offer to the MDOT which reflects the full Term of the proposed Contract. Based upon the terms, provisions and conditions of RFP No. MDOT-AC-2023, the undersigned hereby agrees to the following
 - 1. Proposer shall state in words and in numbers its financial compensation to MAA, which shall be proposed as a percentage of gross concession revenues. The

Selected Proposer shall pay to MAA, the **greater** of a Minimum Monthly Guarantee (MMG) or percentage of gross concession revenue for each month of the Operation & Management Period of the Contract Term:

- a. During the Operation & Management Period of the Contract Term,the Selected Proposer shall pay the <u>greater</u> of:
 - An MMG of Eight Hundred Thousand Dollars (\$800,000), which shall be paid in advance on or before the first day of each calendar month of the Operation & Management Period of the Contract Term.

	the first day of each calendar month of the Operation &		
	Management Period of the Contract Term.		
	<u>OR</u>		
	ii. The Financial Proposal of		
	percent		
	(%) of gross monthly revenues (express in words		
	and in figures) derived from the operations at BWI		
	Marshall (Percentage Operating Concession Fee).		
Note:	No Financial Proposal will be accepted by MDOT in which the percentag		
	Concession Fee is less than fifty-five percent (55%).		
b.	For each month of each <u>succeeding year</u> of the Operation &		
	Management Period of the Contract Term, the Proposer shall		
	pay to MAA the greater of:		
	i. An MMG, which is adjusted annually to equal the		
	greater of eighty-five percent (85%) of the financial		
	compensation paid to MAA for the preceding Contract		

OR

\$800,000.

Year, then prorated to determine the MMG. At no time

during the Contract Term shall the MMG be less than

BWI Marshall (entry must be the same as item 1.a.ii, above).

- **2.** Nothing shall be entered on the Financial Proposal Form that alters or proposes conditions or contingencies on the financial compensation.
- D. Should the undersigned become the Selected Proposer and be awarded the Contract, the undersigned will execute and submit the required Contract Performance Guarantee.
 Release of the Selected Proposer's Proposal Guarantee shall not be made until fifteen (15) calendar days after approval and execution of the Contract and receipt of the required Contract Performance Guarantee.

ATTEST:	(COMPANY NAME)	
	 (SIGNATURE AUTHOR	IZED OFFICIAL)
	(PRINTED NAME)	
	(TITLE)	
	(ADDRESS)	
	(CITY STATE	ZIP CODE)
	(TELEPHONE NO.)	