Burlington International Airport
South Burlington, Vermont

REQUEST FOR PROPOSAL ("RFP")

For

In-Terminal Advertising Concession
At
Burlington International Airport

Issued: March 27, 2013

Proposals Due: April 25, 2013

Table of Contents

	Section	Page
	Request for Proposal Notice	1
Request for Proposal		2
	RFP Exhibits	
RFP Exhibit A	Terminal Advertising Site Plan	18
RFP Exhibit B	Advertising and Lease Agreement Draft Document	21
	RFP Attachments	
RFP Attachment A	Respondent Questionnaire	58
RFP Attachment B	ACDBE Requirements and Forms	71
RFP Attachment C	Compensation Schedule	73
RFP Attachment D	Signature Page	74
RFP Attachment E	Acknowledgement of Addenda	75
RFP Attachment F	Proposal Check List	76

BURLINGTON INTERNATIONAL AIRPORT
REQUEST FOR PROPOSALS
ADVERTISING

The City of Burlington, acting by and through its Board of Airport Commissioners (hereinafter referred to as the "City") requests proposals from all interested and qualified proponents desiring to advertise at Burlington International Airport. Proposals will be due by **Thursday, 2:00 PM, on April 25, 2013** in accordance with proposal procedures and requirements outlined in an RFP document that will be available via the Airport's website, email (rbetcher@btv.aero) or at the office of the Director of Aviation, 2nd floor Airport Terminal Building on **Wednesday, March 27, 2012**. This information can be made available in alternative formats for persons with disabilities.

It is the Respondent's responsibility to email the Airport's contact person, Ryan Betcher, and ascertain whether any amendments have been made prior to submission of a proposal. A Respondent who does not have access to email, must notify Burlington International Airport in accordance with Section VIII, Restrictions on Communication, that Respondent wishes to receive copies of changes, amendments, or written responses to questions by mail. No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFP, and changes to the RFP — if any — shall be made in writing only.

A <u>mandatory pre-bid meeting</u> will be held at the Airport on Thursday, April 11, 2013 at 2:00 PM in the Airport's Conference Room #1, 2nd floor, Airport Terminal Building, Burlington International Airport, 1200 Airport Drive, South Burlington, Vermont.

Persons with disabilities who require assistance or special arrangements to participate in the Pre-bid meeting or Bid opening are encouraged to contact the Airport at (802) 863-2874 at least 72 hours in advance so that proper arrangements can be made.

Please note that the Board of Airport Commissioners is committed to ensuring that Disadvantaged Business Enterprise (DBE) firms participate to the maximum extent possible in all work at the Airport. Also, the contractor on this work will be required to comply with the Equal Employment requirements of the City of Burlington and may be required to comply with provisions of the City's Livable Wage Ordinance.

It is the intent of the City to fully evaluate all proposals received and to select the proposal it considers most satisfactory for the provision of advertising at the Airport. The City reserves the right to reject any and all bids and/or conduct in-terminal advertising services in house as well as waive any technical or legal deficiency or to accept any bid deemed to be in the best interest of the City.

Jeff Munger
Airport Commissioner, Chair

BURLINGTON INTERNATIONAL AIRPORT

REQUEST FOR PROPOSALS FOR ADVERTISING

I. PROJECT OBJECTIVE AND OVERVIEW

I. Objective

The objective of this Request for Proposals ("RFP") is to seek proposals from individuals looking to manage in-terminal advertising at the Burlington International Airport ("BTV" or "the Airport"). This Request for Proposals ("RFP") covers the areas available for the operation of advertising in the Burlington International Airport. The enclosed documents provide instructions, background information, and the required proposal forms from which Respondents are to develop their formal proposals to the Airport. There is no expressed nor implied obligation in these documents for BTV to reimburse responding organizations for any expenses incurred in preparing proposals in response to this RFP.

2. Background

The Burlington Airport Department, which operates BTV is a municipal department of the City of Burlington, Vermont. BTV serves over 1.9 million users annually including passengers, employees and visitors. The Airport serves as the main aeronautical gateway to the State of Vermont and the terminal facilities reflect the unique character and charm of our state. BTV has visitors from virtually every state and many countries including a strong French Canadian passenger base of approximately 30% of passengers. The heavily populated area of the province of Quebec, Canada, including Montreal, is less than a 2-hour drive from its doors with one of the Airports goals to ensure the French-speaking visitors feel welcome.

Currently BTV is comprised of a main terminal of approximately 190,000 square feet including five (5) gates with passenger loading bridges and security screening (North Concourse), and four (4) gates with passenger loading bridges and security screening to the south (South Concourse). A 2,700 space multilevel parking garage is connected to the terminal via two skywalks.

JetBlue, US Airways, Delta and United currently operate from BTV and provide direct service to ten (10) major airports in seven (7) metropolitan areas around the United States, offering connection opportunities around the world. In addition, seasonal service to and from Billy Bishop Toronto City Airport is provided by Porter Air. In addition, non-stop service to Atlanta on Delta Airlines is scheduled to begin in June of 2013. The Airport also serves as the City's Greyhound Bus terminal from which Greyhound provides service to Montreal and Boston. In addition the Airport has seven (7) car rental agencies, with counters in the terminal and one (1) off site car rental agency.

The Federal Aviation Administration (FAA) classifies BTV as a small hub airport. The airlines operate over 43 daily scheduled departures. In calendar year 2012, there were approximately 623,604 enplanements at BTV with total enplanements projected by the Airport's independent traffic engineer to increase at an average annual rate of 1.7% through 2018. *Note: These are only projections done by the Airport's traffic engineer and the Airport does not guarantee their accuracy.*

A. Terminal Information

The main terminal at BTV is comprised of three sections: a two story main terminal all of which is pre security, and a North and South Concourse, both of which are post security. Passenger enplanements are divided currently in the following approximate percentages: North Concourse (60%) and South Concourse (40%).

- The main terminal currently contains one retail concession, one ATM and two food/beverage concessions, all of which are located pre security.
- The North Concourse currently has one retail and one food/beverage concession, five (5) gate positions, and gates currently used by US Airways and United.
- The South Concourse currently has one retail concession, one food/beverage concession, four (4) gate positions and gates currently used by JetBlue, Delta, and seasonal service (December to April) to Toronto by Porter Air.

B. Enplanement Data

1. Historical Enplanement Data

Month	2008	2009	2010	2011	2012
January	56,751	53,433	50,490	43,361	47,388
February	57,216	57,047	46,710	42,158	49,226
March	60,116	61,992	51,823	47,388	54,871
April	59,478	56,479	56,273	45,733	51,642
May	58,166	55,176	51,058	47,641	51,309
June	65,845	57,672	54,572	48,575	53,491
July	79,154	73,995	60,153	62,931	59,740
August	79,304	75,460	62,839	63,860	59,557
September	63,544	56,100	53,489	55,103	50,273
October	69,556	62,052	63,473	61,092	54,916
November	52,516	48,137	50,875	50,279	47,126
December	57,375	50,798	49,522	51,601	44,065
Total	**759,021**	**708,341**	**651,277**	**648,185**	**623,604**

**Estimated*

2. Projected Enplanement Data (Fiscal Year July through June)

Fiscal Year	Enplanements
2012	652,793
2013	603,403*
2014	613,251*
2015	623,676*
2016	634,278*
2017	645,060*
2018	656,026*

**Estimated*

C. Terminal Advertising Spaces

This RFP offers spaces available for leasing in the main terminal. RFP Exhibit A is a general site plan of the current Airport Terminal Building.

Respondent should note that the location and size of the proposed space is an estimate and subject to change at any time, without liability, by the Airport. The Director of Aviation shall reserve the right to add or subtract Leased Space under any Agreement.

D. Concepts

Respondents may propose concepts for specialty advertising opportunities in the ground floor of the Main Terminal, and locations on both the North and South Concourses. Respondents must propose a concept that will not merchandise or utilize any area outside of the lease line.

II. PROPOSED TERM OF LEASE AND ADVERTISING AGREEMENT

The Lease and Advertising Agreement will become effective and binding upon execution by the Airport and Respondent, but not less than ten (10) days after Burlington City Council approval.

Possible terms are as follows:

Opportunity	Term	Requirements	Extensions
A – Advertising	5 years	Initial capital investment	Five (5) extensions, each for one (1) year at the sole discretion of the Airport

Note: Burlington International Airport staff reserve the right to negotiate the term of the lease based on the information provided in the table above or other terms proposed.

Burlington International Airport will turn over the facilities in "as is" condition upon termination of the existing contract(s). Proposals should anticipate bringing the facilities into operation no more than 45 days after commencement of agreement; provided, however, that this provision may be waived by the Director of Aviation for factors outside of the Respondent's control.

At this time, the Burlington International Airport anticipates that the location included in this RFP will be delivered to the selected Respondent on July 1, 2013. Prior to the start of this agreement, the selected Respondent will be required to submit an installation and operation schedule ("Development Plan") to the Director of Aviation ("Director") for approval. The Burlington International Airport will require the advertising locations included in the leased space to be substantially improved and finalized in accordance with the selected Respondent's approved Development Plan. If the advertising is not installed within the 60-day period referred to in the preceding paragraph, then the Burlington International Airport may assess a late opening fine at the rate of $1,000.00 per day per location until the location becomes complete.

III. PRE-SUBMITTAL CONFERENCE & AIRPORT SITE TOUR

A Pre-Proposal Conference will be held at the Burlington International Airport, Conference Room #1, 1200 Airport Drive, South Burlington, Vermont, 05403 at 2:00 p.m., on Thursday, April 11, 2013. Escorted Site Tours will be offered immediately following the Conference. **ATTENDANCE AT THE SITE TOUR IS MANDATORY.**

Respondents are encouraged to prepare and submit their questions in writing five (5) calendar days in advance of the Pre-Proposal Conference in order to expedite the proceedings. Burlington International Airport's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and/or also distributed via email.

Any oral responses provided by Burlington International Airport staff at the Pre-Proposal conference shall be preliminary. A written summary of the Pre-Proposal Conference shall contain official responses, if any. Any oral response given at the Pre-Proposal Conference that is not confirmed in the written summary of the Pre-Proposals Conference or by a subsequent addendum shall not be official or binding on the Burlington International Airport. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the Burlington International Airport shall not be binding on the Burlington International Airport.

IV. PROPOSAL REQUIREMENTS

Proposals must be submitted pursuant to the instructions in this RFP. In evaluating the proposals, the Airport will consider separately each of the areas identified in this RFP. While revenue to the Airport is important, it is only one of the elements of the evaluation process. Proposals will be evaluated and weighed based on all the evaluation criteria. The information contained in this RFP is primarily for background information. Use of the information contained in this section does not relieve the Respondent from the responsibility of reviewing thoroughly all of the terms, conditions, restrictions, provisions, and information contained throughout this RFP. This RFP shall constitute a single document, and no part thereof may be relied upon separate and apart from the other sections of this RFP.

Respondent's Proposal shall include the following items in the following sequence:

A. **COVER/INTRODUCTORY LETTER:** Summarize the firm's background and staff qualifications and expertise.

B. **RESPONDENT QUESTIONNAIRE:** Complete and submit a Respondent Questionnaire

C. **LITIGATION DISCLOSURE:** Provide a statement that your company is not involved in any litigation with the City of Burlington, its elected or appointed officials or employees. If you are or have been involved in litigation with another airport where you have done business this should also be disclosed.

D. **AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PROGRAM REQUIREMENTS:** Complete, sign and submit the required ACDBE Good Faith Effort Plan for Federally Funded Contracts (ACDBE Form 1).If subcontractor(s) /suppliers are certified, attach a copy of their Certification Affidavit to ACDBE Form 2. Submit the required Joint Venture documentation, if applicable. Forms can be found in RFP Attachment B.

E. **COMPENSATION SCHEDULE:** Complete and submit RFP Attachment C – Compensation Schedule Form.

F. **AFFADAVIT OF GOOD STANDING:** Provide an Affidavit of Good Standing, indicating that you have not been debarred from work, in default or arrearage under any previous or existing contract(s) with the Burlington International Airport, City of Burlington, any Federal Agency, and/or the State of Vermont.

G. **FINANCIAL INFORMATION:** Respondent must submit with proposal, the following financial statement:

- If Respondent is organized as a corporation, partnership, LLP, LLC or joint venture, submit complete financial statements, including a Balance Sheet, Income Statement and Statement of Cash Flows, prepared in accordance with generally accepted accounting principles, for the current fiscal year-to-date, and the most recent three (3) complete fiscal years. Footnote disclosures must accompany the submitted year-to- date financial statements. If available, financial statements audited or certified by an independent certified public accountant should be submitted; otherwise, a notarized statement certifying the accuracy of the financial information and signed by an officer of the proposing entity must accompany the financial information.

- If the proposing entity is a wholly owned subsidiary of another entity, then the above-referenced financial information of the parent entity must also be submitted.

- If Respondent intends to organize as a partnership, LLP, LLC, or joint venture, then the above-referenced financial information of each partner, LLC/LLP member or joint venture must be submitted. Individuals required to provide financial information must submit the three (3) most recent personal tax returns and a current statement of net worth.

- If Respondent intends to operate as a sole proprietorship, then the three most recent personal tax returns and a current statement of net worth must be submitted.

The Respondent must submit the above-referenced financial information for proposed subtenants, if any. The Burlington International Airport reserves the right to obtain, at no cost to the Respondent, a Dun and Bradstreet financial report, or other credit report, on Respondent and its partners, affiliates and subtenants, if any, to facilitate its financial evaluation of the Proposal.

H. **PROOF OF INSURABILITY:** Submit a letter from insurance provider stating provider's commitment to insure the Respondent for the types of coverage and at the levels specified in this RFP if awarded a contract in response to this RFP. Respondent shall also submit a copy of their current insurance certificate.

I. **SIGNATURE PAGE:** Respondent must complete, sign and submit the Signature Page found in RFP Attachment D. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of the company or partner of the firm shall be accompanied by evidence of authority.

J. **ACKNOWLEDGEMENT OF ADDENDA:** Respondent acknowledgement of receipt of all RFP addenda to found in RFP Attachment E

K. **PROPOSAL CHECKLIST:** Complete and submit the Proposal Checklist found in RFP Attachment F.

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THESE PROPOSAL REQUIREMENTS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

V. AMENDMENTS TO RFP

All amendments to the RFP will be available on the Airport website and is the responsibility of the proposer to inquire whether any amendments have been made prior to submission of a proposal. A Respondent who does not have access to the internet, must notify Burlington International Airport in accordance with Section VIII, Restrictions on Communication, that Respondent wishes to receive copies of changes, amendments, or written responses to questions by mail. No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFP, and changes to the RFP — if any — shall be made in writing only.

VI. SUBMISSION OF PROPOSALS

A. Respondent shall submit one (1) original, signed in ink, eight (8) copies of the Proposal, and one (1) compact disk (CD) in Adobe PDF format of the Proposal in a sealed package, **clearly marked on the front of the package *"BURLINGTON INTERNATIONAL AIRPORT TERMINAL ADVERTISING RFP"***

B. All Proposals must be received in the Office of the Director of Aviation no later than 2:00 p.m. Eastern Time on 25nd, April, 2013 at the address below. Proposals submitted prior to the above time and date may be modified provided such modifications are sealed and received by the Director of Aviation's Office prior to the time and date set for submission of proposals. Any Proposal or modification received after this time shall not be considered, and will be returned, unopened to the Respondent. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Mailing Address:

Director of Aviation
Burlington International Airport
1200 Airport Drive, #1
South Burlington, VT 05403

PROPOSALS SENT BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

C. Proposal Format: Each proposal shall be type written, single-spaced and submitted on 8 1/2" x 11" white paper inside a three ring binder. The use of recycled materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aides, expensive paper or other materials beyond that sufficient to present a complete and effective submission is not required. Font size shall be no less than 12-point type. All pages shall be numbered and printed two-sided only. Margins shall be no less than 1" around the perimeter of each page. A proposal may not exceed fifty (50) pages in length, excluding financial information and response to RFP Attachment A – F. Electronic files, websites, or URLs shall not be included as part of the proposal, other than the CD specified above. Each proposal must include the sections and attachments in the sequence listed in the RFP Section V, Proposal Requirements, and each section and attachment must be indexed and divided by tabs and indexed in a Table of Contents page as indicated in RFP Attachment F - Proposal Checklist. Failure to meet the above conditions may result in disqualification of the proposal.

D. Respondents who submit proposals to this RFP shall correctly reveal, disclose, and state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or shorthand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number in their proposal's Respondent Questionnaire.

   If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the signature page of its proposal, the Director of Aviation shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

E. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for one hundred-twenty (120) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.

F. All proposals become the property of the Burlington International Airport upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained; however, the Burlington International Airport cannot guarantee that it will not be compelled to disclose all or part of any public record, since information deemed to be confidential by Respondent may not be considered confidential under Vermont law, or pursuant to a Court order.

G. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the Pre-Submittal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

VII. RESTRICTIONS ON COMMUNICATION

Respondents are prohibited from communicating with elected and appointed City of Burlington officials and their staff regarding the RFP or Proposals from the time the RFP has been released until the contract is posted as a Burlington City Council Agenda item. Respondents are prohibited from

communicating with Burlington International Airport Commission members and Airport employees from the time the RFP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or Proposal submitted by Respondents. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration. Exceptions to the restrictions on communication with Burlington International Airport employees include:

1. Respondents may ask verbal questions concerning this RFP at the Pre-Submittal Conference.

2. Respondents may submit written questions concerning this RFP to the Staff Contact Person listed in the address below until 4:00 p.m., Eastern Time, on 18th, April 2013. Questions received after the stated deadline may not be answered in time for the first pre-submittal meeting. Questions are to be sent by e-mail to rbetcher@btv.aero. However, questions sent by mail will also be accepted. It is suggested that mailed submissions be sent by certified mail, return receipt requested to:

   Ryan Betcher
   Burlington International Airport
   1200 Airport Drive, #1
   South Burlington, VT 05403

3. Responses will be posted in the form of an Addendum to the RFP on the Airport's website.

4. Respondent and/or their agents may contact the Burlington International Airport's ACDBE Liaison Officer for assistance or clarification with issues specifically related to the ACDBE policy and/or completion of the Good Faith Effort Plan. Point of contact is Ms. Stacy O'Connor, who may be reached via telephone at (802) 863-2874 or through e-mail at soconnor@btv.aero. Contacting her office regarding this RFP after the proposal due date is not permitted.

5. Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted.

Burlington International Airport reserves the right to contact any Respondent to negotiate if such is deemed desirable by Burlington International Airport.

VIII. EVALUATION CRITERIA

The Burlington International Airport will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. BTV may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If BTV elects to conduct interviews, Respondents may be interviewed and re-scored based upon these same criteria, or other criteria to be determined by the selection committee. The Burlington International Airport may also request additional information from Respondents at any time prior to final approval of a selected

Respondent. The Burlington International Airport reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the action of the Board of Airport Commissioners, and Burlington International Airport of Burlington Finance Board and Burlington City Council.

Evaluation criteria:

Criterion	Points	Explanation
Experience:		
Experience, Background, Qualifications	15	Criterion shall demonstrate Respondent's ability to deliver and operate the proposed concession(s) based on an assessment of the Respondent's terminal advertising experience, including experience with the proposed concepts and professional references.
Proposed Concession Plan:		
Concept and Theme Development	35	Criterion considers the overall branding concept including Vermont themed product offerings, nature and variety of proposed facilities including merchandising, inclusion of branded products and services, innovation, visual presentation and compatibility with the overall concession plan and program. This criterion includes evaluation of Respondent's services and pricing, the breadth and depth of product offerings.
Design and Quality of Improvements	15	Criterion considers the physical design of the proposed concessions including innovation and creativity of concepts.
Compensation:		
Compensation Schedule	25	Financial projections and fee proposals shall be evaluated based on the total compensation to the Burlington International Airport on a net present value basis using a 5% discount rate. The Respondent(s) with the highest total compensation to the Burlington International Airport will receive 25 points. All other respondents will receive a percentage of points based on the variance of the compensation from the highest proposal. For example, if a respondent proposes a compensation that equals 75% of the highest proposed fee, that Respondent will receive 75% of the total possible points. BTV reserves the right to establish a maximum percentage fee and/or maximum Gross Revenues for which points will be awarded.
Airport Concessions Disadvantage Business Enterprise (ACDBE) Participation:		
Meeting Goal	5	Percentage points will be based on the percentage of the goal met. • Respondents meeting the goal will receive 5 points. • Respondents attaining 50% of the goal will receive 2.5 points. • Respondents attaining 25% of the goal will receive 1.25 points • Less than 25% will be evaluated proportional to the level of utilization identified by the respondent.
Narrative Statement	5	Based on a Narrative Statement describing and documenting the Respondent's:

		• Business Diversity Plan which should include, but not be limited to, the following types of information: commitment in addressing diversity; activities to be taken to assure equal employment opportunity for all persons, regardless of race, color, religion, age, national origin, citizenship status, or disability; and institutional strategies to ensure diversity. • Historical ACDBE utilization on previous contracts. A minimum of 3 years on any projects is sufficient. • Efforts to achieve significant and meaningful diversity on this project team compilation. Percentage points will be based on the percentage of the goal met. • Respondents meeting the goal will receive 5 points. • Respondents attaining 50% of the goal will receive 2.5 points. • Respondents attaining 25% of the goal will receive 1.25 points Less than 25% will be evaluated proportional to the level of utilization identified by the respondent.
Financial Capability and Proposal Completeness:		
Financial Capability of Respondent	Pass/ Fail	Criterion shall be based upon an assessment of the Respondent's ability to provide adequate capitalization to fund the improvements and demonstrate ability to fund ongoing operations. Criterion shall be deemed with a rating of either pass or fail.
Completeness and Comprehensiveness of the Proposal	Pass/ Fail	Criterion indicates whether the Respondent provided adequate information for the Burlington International Airport to evaluate the proposal.

The Airport will also consider the past performance of the Respondent, and its constituent individuals or entities as applicable, on other leases or contracts with the Airport or other entities in terms of quality of concession or business operation and reputation as a good tenant. The Burlington International Airport may solicit from other departments of the Burlington International Airport, other government agencies and any other available sources, relevant information concerning the Respondent's record of past performance.

Responses also will be evaluated to ensure compliance with all applicable local, Burlington International Airport, state, and federal laws, ordinances, statutes, and/or codes.

IX. AWARD OF CONTRACT AND RESERVATION OF RIGHTS

A. Burlington International Airport reserves the right to award a contract in response to

this RFP.

B. The Contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is (are) deemed most advantageous to Burlington International Airport, as determined by the selection committee, upon approval of the Burlington City Council.

C. Burlington International Airport may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of Burlington International Airport. However, final selection of a Respondent is subject to Burlington City Council approval.

D. Burlington International Airport reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFP, and to waive informalities and irregularities in the proposals received. Burlington International Airport also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.

E. Burlington International Airport will require the selected Respondent(s) to execute a contract in substantially the form as attached Exhibit B with the Burlington International Airport, prior to Burlington City Council award. No work shall commence until the City of Burlington signs the contract document(s) and Respondent(s) provides the necessary evidence of insurance as required in this RFP and the Contract. Contract documents are not binding on the City of Burlington until approved by the City's Attorney. In the event the parties cannot negotiate and execute a contract within the time specified, the City of Burlington reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.

F. This RFP does not commit the City of Burlington to enter into a Contract, award any services related to this RFP, nor does it obligate Burlington International Airport to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.

G. If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.

H. Independent Contractor: Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is (are) and shall be deemed to be an independent contractor(s), responsible for its (their) respective acts or omissions, and that Burlington International Airport shall in no way be responsible for Respondent's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

I. Burlington International Airport reserves the right to reject any and all proposals and to invite new proposals, or take such other course of action as the Airport deems appropriate at the Burlington International Airport's sole and absolute discretion. The Burlington International Airport reserves the right to:

a. Specify approximate advertising space in the RFP.
b. Modify the locations and sizes of the offered space.
c. Select multiple proposals.
d. Negotiate all proposal elements.

J. Non-Exclusivity: The Burlington International Airport will not enter into an exclusive

agreement with the selected Respondent(s). There are currently other advertising agencies at the Airport selling products similar to those contemplated by this RFP. Further, at any time during the term of the Agreement, the Burlington International Airport, at its own discretion, may enter into other agreements for advertising concepts similar to those in operation at the Airport including those of the selected Respondent(s). Nothing herein is to be construed to grant and/or authorize the granting of an exclusive right to a Respondent.

K. Public Accommodation Laws: The Agreement will include a provision that the selected Respondent(s) must comply fully with all applicable laws, regulations and building codes governing non-discrimination in public accommodations and commercial facilities, including without limitation, the requirements of American with Disabilities Act of 1990 and all regulations thereunder.

L. Condition of Premises: Selected Respondent will receive existing space in its then current condition, "as is/where is" and may be required to demolish and reconfigure the space at its sole cost in order to accomplish the advertising plan. All improvements will be the responsibility of the selected Respondent and will be subject to the approval of the Burlington International Airport.

The Burlington International Airport reserves the right to review and approve all improvements and subsequent changes to the Premises including, but not limited to, the initial design and construction of leasehold improvements and furnishings, fixtures and equipment as well as later changes related to refurbishment, re-conception and/or rebranding of the Premises. All improvements must conform to the requirements of the City, State and federal laws and regulations and industry standards in all respects.

The Burlington International Airport further reserves the right to approve all contractors and subcontractors that the selected Respondent may select to construct the improvements.

M. Respondent must be capable and willing to operate the concession in the manner set forth in the Proposal. Alterations, additions and/or modifications will not be accepted and may be cause for rejection of the Respondent's proposal.

XI. Letter of Credit

Simultaneously with its delivery of the executed Contract, the successful respondent shall furnish a LOC as security for faithful performance of this Contract equal to three (3) months worth of minimum annualized guaranteed compensation as defined in the executed contract. The irrevocable LOC shall be from a financial institution and acceptable to the City.

XII. INSURANCE

A._____Prior to approval of contract selected respondent shall provide evidence that they will meet insurance requirements. At least 15 days prior to the commencement of this Contract, Concessionaire shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance shall be filed with the Airport, naming the Airport as an additional insured. The original Certificate(s) shall

be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The Burlington International Airport will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all endorsements, directly from the insurer's authorized representative to the Burlington International Airport. The Burlington International Airport shall have no duty to perform under this Contract until such certificate and endorsements have been received and approved by the Burlington International Airport.

B. The Burlington International Airport reserves the right to review the insurance requirements of this Article during the effective period of this contract and any extension or renewal hereof and to modify insurance coverage's and their limits when deemed necessary and based upon changes in statutory law, court decisions, or circumstances surrounding this contract. In no instance will Burlington International Airport allow modification whereupon Burlington International Airport may incur increased risk.

C. A Concessionaire's financial integrity is of interest to the Burlington International Airport; therefore, subject to Concessionaire's right to maintain reasonable deductibles in such amounts as are approved by the Burlington International Airport, Concessionaire shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Concessionaire's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Vermont, in the following types and for an amount not less than the amount listed below:

TYPE	COVERAGE AMOUNTS	
	LIMITS PER OCCURRENCE	LIMITS GENERAL AGGREGATE
Worker's Compensation	Statutory	
Comprehensive General (Public) Liability - to include but not limited to the following: ▪ Premises/Operation ▪ Independent Contractors ▪ Personal Injury ▪ Products/Completed Operations ▪ Contractual Liability	$1,000,000	$1,000,000
Comprehensive Automobile Liability -to include coverage for: ▪ Owned/Leased Automobiles ▪ Non-owned Automobiles ▪ Hired Automobiles	$5,000,000	$5,000,000
Property Insurance - for physical damage to property, including Improvements and betterments to the leased property.	100% of replacement value	

Liquor Liability	Statutory

D. The Burlington International Airport shall be entitled, upon request and without expense, to receive copies of the policies, declarations page and all endorsements thereto as they apply to the limits required by the Burlington International Airport, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Respondents shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to Burlington International Airport at the address provided below within 10 days of the requested change. Concessionaire shall pay any costs incurred resulting from said changes. All notices shall be given to the Burlington International Airport at the following address:

Attn: Director of Aviation

Burlington International Airport

1200 Airport Drive, #1

South Burlington, VT 05403

E. Respondent agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:

(1) Name the Burlington International Airport and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the Burlington International Airport, with the exception of the workers' compensation and professional liability policies;

(2) Provide for an endorsement that the "other insurance" clause shall not apply to the Burlington International Airport where the Burlington International Airport is an additional insured shown on the policy;

(3) Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the Burlington International Airport; and

(4) Provide thirty (30) calendar days advance written notice directly to Burlington International Airport of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

F. Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Respondent shall provide a replacement Certificate of Insurance and applicable endorsements to Burlington International Airport. Burlington International Airport shall have the option to suspend Respondent's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.

G. In addition to any other remedies the Burlington International Airport may have upon Respondent's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the Burlington International Airport shall have the right to order Respondent to stop work hereunder, and/or withhold any payment(s) which become due to Respondent hereunder until Respondent demonstrates compliance with the requirements hereof.

H. Nothing herein contained shall be construed as limiting in any way the extent to which Respondent may be held responsible for payments of damages to persons or property resulting from Respondent's or its subcontractors' performance of the work covered under this agreement.

I. It is agreed that Respondent's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the Burlington International Airport for liability arising out of operations under this contract.

J. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

K. Respondent and any Subcontractors are responsible for all damage to their own equipment and/or property.

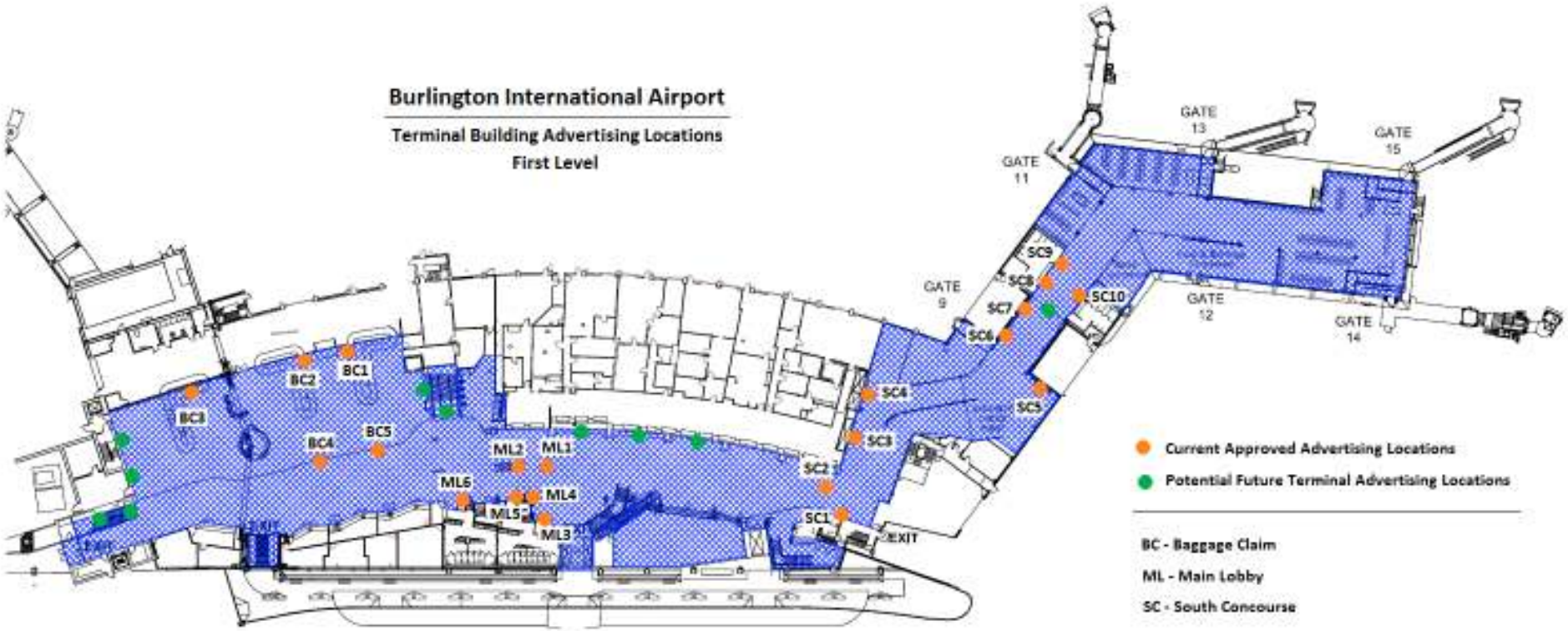
If selected to provide the services described in this RFP, Respondent shall be required to comply with the indemnification requirements set forth below:

INDEMNIFICATION

RESPONDENT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the BURLINGTON INTERNATIONAL AIRPORT and the CITY OF BURLINGTON and the elected officials, employees, officers, directors, volunteers and representatives of the BURLINGTON INTERNATIONAL AIRPORT and the CITY OF BURLINGTON, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the BURLINGTON INTERNATIONAL AIRPORT directly or indirectly arising out of, resulting from or related to RESPONDENT'S activities under this Agreement, including any acts or omissions of RESPONDENT, any agent, officer, director, representative, employee, consultant or subcontractor of RESPONDENT, and their respective officers, agents employees, directors and representatives while in the exercise of performance of the rights or duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of BURLINGTON INTERNATIONAL AIRPORT, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT RESPONDENT AND BURLINGTON INTERNATIONAL AIRPORT ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF VERMONT, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE BURLINGTON INTERNATIONAL AIRPORT UNDER VERMONT LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER VERMONT LAW.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. RESPONDENT shall advise the BURLINGTON INTERNATIONAL AIRPORT in writing within 24 hours of any claim or demand against the BURLINGTON INTERNATIONAL AIRPORT or RESPONDENT known to RESPONDENT related to or arising out of RESPONDENT's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The BURLINGTON INTERNATIONAL AIRPORT shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph

Exhibit A: Terminal Advertising Site Plan


Burlington International Airport
Terminal Building Advertising Locations
First Level
BC1
BC2
BC3
BC4
BC5
ML1
ML2
ML3
ML4
ML5
ML6
SC1
SC2
SC3
SC4
SC5
SC6
SC7
SC8
SC9
SC10
GATE 9
GATE 11
GATE 12
GATE 13
GATE 14
GATE 15
EXIT
Current Approved Advertising Locations
Potential Future Terminal Advertising Locations
BC - Baggage Claim
ML - Main Lobby
SC - South Concourse

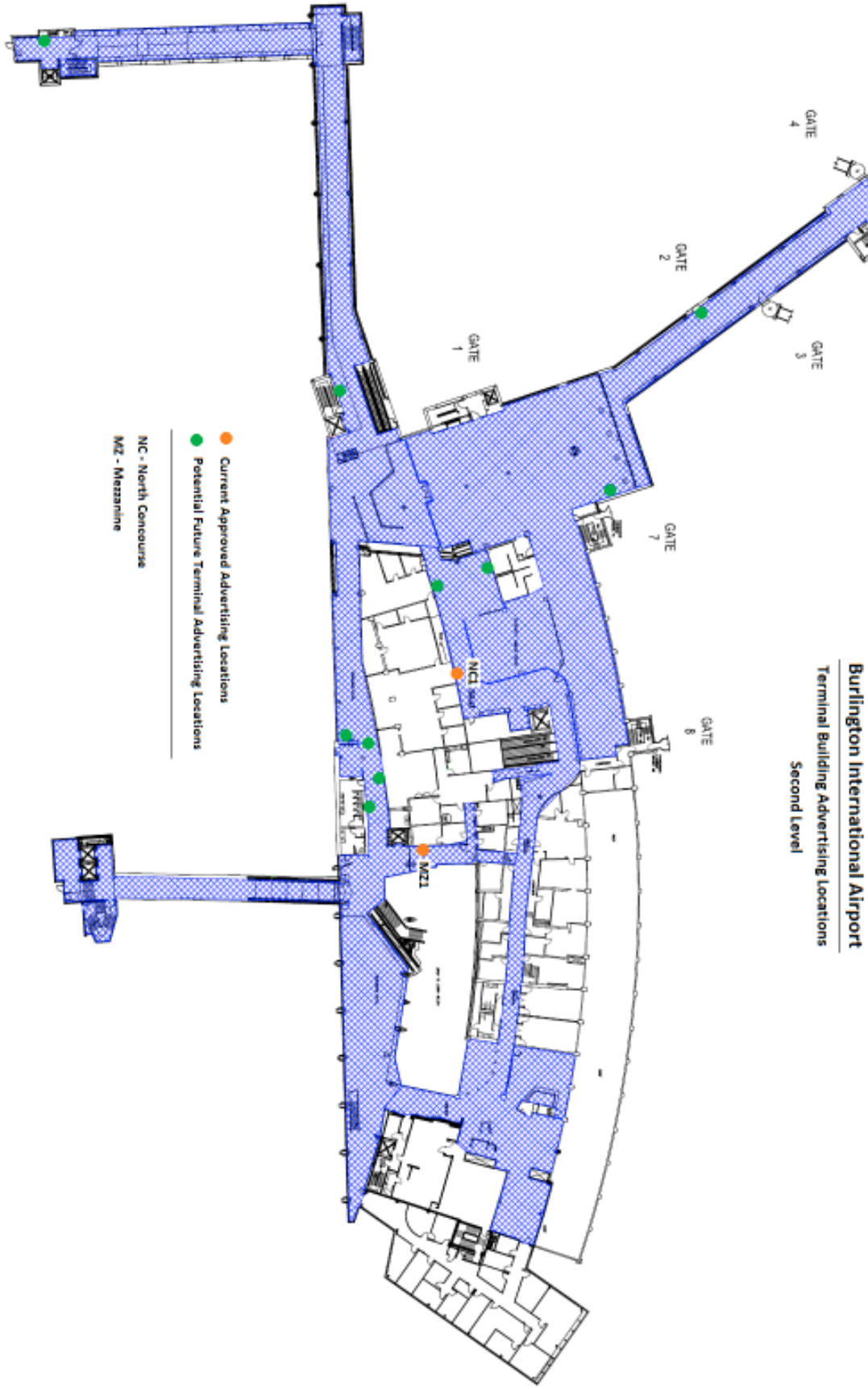

Burlington International Airport
Terminal Building Advertising Locations
Second Level
GATE 5
GATE 6
GATE 4
GATE 3
GATE 2
GATE 1
GATE 7
GATE 8
NC1
MZ1
Current Approved Advertising Locations
Potential Future Terminal Advertising Locations
NC - North Concourse
MZ - Mezzanine

EXHIBIT B: CONCESSION AND LEASE AGREEMENT DRAFT DOCUMENT

DRAFT CONCESSION AGREEMENT AND LEASE

DRAFT CONCESSION AGREEMENT FOR TERMINAL ADVERTISING

AT THE BURLINGTON INTERNATIONAL AIRPORT

THIS AGREEMENT entered into this _____day of _____,2013, by and between the City of Burlington, a municipal corporation existing under the laws of the State of Vermont [hereinafter called "City"] and _____ a _____ qualified to do business in the State of Vermont [hereinafter called "Concessionaire"].

WITNESSETH:

WHEREAS, City is the owner and operator of the Burlington International Airport located in South Burlington, Vermont, which airport and any additions or improvements thereto or changes therein which the City hereafter makes or authorizes are hereinafter collectively referred to as "the Airport" and;

WHEREAS, the Concessionaire is engaged in the business of operating advertising displays, services and sales to provide for passengers arriving and departing from the Airport as well as the general public; and

WHEREAS, the proposal of _____, submitted to the City on _____ 2013, a copy of said proposal being attached hereto as Exhibit A and incorporated by reference herein, to provide terminal advertising at the Airport, was accepted by the City, and

WHEREAS, the City wishes to grant to Concessionaire the right to operate a concession for certain facilities at the Airport under an agreement containing mutually satisfactory terms and covenants.

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, privileges, obligations and agreements herein contained, the City and the Concessionaire hereby mutually undertake, promise and agree, each for itself, and its successors and assigns, as follows:

Article I.

DEFINITIONS

1.1 "Airport Terminal" and "Terminals" shall mean the Terminal Buildings at the Airport, including the existing terminal building and associated buildings now or hereafter constructed or acquired.

1.2 "Board of Airport Commissioners" shall mean the body having the exclusive general management and control of the Airport, subject to any limitations or restrictions contained in the ordinances, resolutions and orders of the City Council of the City of Burlington, Vermont. Where this Agreement speaks of approval and consent by the City, such approval is understood to be manifested by act of the Board of Airport Commissioners or its delegee, the Director of Aviation.

1.3 "City of Burlington" and "City" shall include such public officials and public bodies as may, by operation of law, succeed to any or all of the rights, powers or duties that lawfully reside in the City Council of Burlington.

1.4 "Director of Aviation" and "Director" shall mean the Director or Acting Director of the Airport as from time to time appointed by the Board of Airport Commissioners and shall include such person or persons as may from time to time be authorized in writing by the Board of Airport Commissioners or by the Director to act for him/her with respect to any or all matters pertaining to this Agreement.

1.5 "Gross Revenue" or "Gross Receipts" with respect to sales at all locations shall include all charges or other fees charged by Concessionaire on all sales made by Concessionaire and all revenues of every kind and character derived from, arising out of or payable on account of the business conducted by Concessionaire or from the operations of Concessionaire under this Agreement,

whether for cash or credit and without any deduction for credit card discounts, and whether the same shall be paid or unpaid. It shall include the amount of all orders taken or received at the Airport and filled elsewhere. Excluded from "Gross Revenue" are the amounts of any federal, state or municipal sales taxes or other similar taxes separately stated and collected from customers, whether currently or hereinafter levied or imposed, and bonafide refunds for returned merchandise. Franchise taxes or taxes levied on concession activities, facilities, equipment or real or personal property of Concessionaire shall not be excluded from "Gross Revenue".

1.6 "Percentage Payment" is the sum of money due City on account of City's share of Gross Revenue from all sales and revenues as hereinafter provided.

1.7 "Agreement" as used herein contemplates and includes the lease of City-owned property (referred to henceforth as assigned areas) and permission for Concessionaire to use such City-owned property for the conduct of a terminal advertising within said City-owned property under the terms and conditions expressly set forth herein.

1.8 "Assigned Area" is the area or areas of the Airport Terminal(s) designated by this Agreement and designated in red on Exhibit "B" attached hereto and made a part hereof as to the place or places where the business of Concessionaire may be conducted.

1.9 "Minimum Annual Guarantee" is the minimum amount of money due City annually from Concessionaire in consideration of the rights granted Concessionaire. Payment shall be made on a monthly basis according to the terms of this Agreement.

Article II.

TERM

2.1 This Agreement is binding upon execution by the parties hereto.
However, the term and fees hereunder shall be for a period of five (5) years commencing on the 1st day of July, 2013: This Agreement shall terminate on the last day of June, 2018.

Article III.

PRIVILEGES AND OBLIGATIONS OF THE CONCESSIONAIRE

3.1 The Concessionaire has the right, privilege and obligation to advertise within the Airport Terminal as depicted in Exhibit C.

3.2 The privilege granted herein is for the operation of a advertising services within the terminal building and for no other purpose and does not extend to or encompass any other activity or area including, but not limited to, the following:

a. magazine distribution

b. coin-operated amusement machines or devices;

c. pay telephones

d. vending machines

3.3 The Concessionaire has the right to install and maintain appropriate signs and displays in the Assigned Area provided that the design, installation and maintenance of such signs shall be consistent with the graphic standards of the Airport and shall have the written approval of the Director prior to installation.

3.4 The Concessionaire has the rights of ingress and egress to and from its Assigned Area over Airport roadways, including common use roadways, subject to any rules or regulations which may have been established or shall be established in the future by the Airport, the City or the State of Vermont. Such rights of ingress and egress shall apply to the Concessionaire's employees, guests, patrons, invitees, suppliers and other authorized individuals. The rights of ingress and egress likewise apply to the transport of equipment, material, machinery and other property.

Article IV.

ITEMS TO BE SOLD

4.1 The Concessionaire agrees to use the Assigned Area solely for the sale of advertisements specified in Exhibit C of this Agreement. No other items can be sold without prior written approval from the Director, which approval shall not be unreasonably withheld. Concessionaire agrees that a minimum of fifty percent (75%) of the square footage the Assigned Area advertising shall be devoted

to the advertising of Vermont businesses of a type, which are authorized in Exhibit C.

4.2 Concessionaire may, from time to time, alter the kinds of items offered by it to the public, provided, however, that the addition or elimination of any item or items by Concessionaire shall not cause the percentage advertising of the Assigned Area devoted to Vermont businesses to fall below fifty percent (75%), and provided further that the addition or elimination shall first be approved in writing by the Director, which approval shall not be unreasonably withheld. Before any approval is granted, Concessionaire must submit a request to the Director in writing.

4.3 The quality of all advertising and displays provided by Concessionaire shall be of high caliber and comparable to the quality of similar items and service provided by first-class advents in the greater Burlington area.

4.4 The displaying and rendering of services in the Assigned Area shall be of such quality as to satisfy the reasonable demands of the City. The City retains the right to require Concessionaire to make such adjustments, as City deems necessary to improve the appearance or quality of services rendered or the quality and type of products offered for sale. Failure on the part of the Concessionaire to promptly correct, modify or rectify the above-mentioned categories upon written notice from the Director shall be cause for cancellation of this Agreement by the City. In addition, the Director may require the addition of items to the Concessionaire's approved list that are in public demand as well as the deletion of items deemed undesirable for sale in the Assigned Area or beyond the scope of this Agreement.

4.5 Should a conflict arise between the Concessionaire and other concession operators at the Airport regarding the scope of concession privileges, the Director will serve as the final arbitrator. The Concessionaire agrees to abide by the Director's decision.

Article V.

IMPROVEMENTS BY CITY

5.1 The City will provide finished floors, doors, walls, ceilings with general lighting, heating to all spaces and air conditioning to all parts of the Assigned Area except storage areas. The City

makes no representation or warranty with respect to the condition of the Assigned Area or its fitness or availability for any particular use and the City shall not be liable for any latent or patent defect thereon. Concessionaire acknowledges that the Assigned Area has not been fitted for the improvements necessary to conduct its business and that the construction of said improvements will be the responsibility of the Concessionaire.

5.2 All leasehold improvements will be considered an integral part of the Airport Terminal and title to such leasehold improvements will rest in the City upon termination of this Agreement free and clear of any liens or encumbrances whatsoever.

5.3 The City and Concessionaire agree and acknowledge that improvements to the Airport Terminal may be undertaken during the term of this Agreement. City will attempt to perform such improvements in a manner so as not to unreasonably interfere with the operations of Concessionaire authorized hereunder. Concessionaire hereby expressly waives any and all claims for damages occasioned by the loss of profits, if any, as a result of the interruption of business of Concessionaire that may arise as a result of such improvements undertaken by City.

Article VI.

IMPROVEMENTS BY CONCESSIONAIRE

6.1 The Concessionaire shall, without cost to the City, provide and maintain the Assigned Area with all improvements necessary for the customary operation of such services in a first-class advertising services which are not provided by the City. All furniture, fixtures and equipment used in the Assigned Area shall be high quality, safe, fire-resistant, durable, attractive in appearance and appropriate for a facility promoting the Vermont brand.

6.2 The initial layout and improvements to be made to the Assigned Area by the Concessionaire shall be in accordance with the Airport's architectural design theme and subject to the written approval of the Director. Subsequent alterations or additions also require prior written approval from the Director.

6.3 All structural improvements, equipment and interior design and décor constructed or

installed by the Concessionaire, its agents, or contractors shall conform to all applicable statutes, ordinances, building codes, and rules and regulations.

6.4 Upon approval of plans and/or specifications, the Concessionaire shall immediately begin construction and installation of the approved improvements, facilities, furnishings or equipment in the Assigned Area and pursue the same to completion within sixty (60) days of such approval. However, any delay in construction due to fire, earthquake, wars, acts of the City or one of the City's contractors, or other calamity beyond the control of the Concessionaire shall extend the time within which such construction and installation shall be completed.

6.5 All improvements made to the Assigned Area and additions and alterations thereto made by the Concessionaire, shall be and remain the property of the Concessionaire until the expiration of the term of this Agreement, as set forth in Article II, or upon termination of this Agreement (whether by expiration of the term, cancellation, forfeiture, or otherwise, whichever first occurs), at which time the said improvements shall become the property of the City, provided, however, that any equipment, furnishings and other personal property of Concessionaire not permanently affixed to the Assigned Area shall remain the property of Concessionaire and shall be removed by Concessionaire upon the expiration or other termination of this Agreement in accordance with the provisions of Article 14 hereof.

6.6 Concessionaire shall not remove or demolish, in whole or in part, any improvements upon the Assigned Area without the prior written consent of the City, which may be conditioned upon the obligation of Concessionaire to replace the same with an improvement specified in such consent.

Article VII.

PRIVILEGE FEES, CHARGES, AND ACCOUNT ABILITY

7.1 The Concessionaire agrees to pay to the City _____% of the Gross Revenue derived from the sale of all advertising.

7.2 Concessionaire further agrees that the amount of the Minimum Annual Guarantee payable to the City shall reflect the following schedule for years one through five:

Year One:

Year Two:

Year Three:

Year Four:

Year Five:

7.3 The Concessionaire agrees to pay the greater of: the Minimum Annual Guarantee or the Percentage Payment.

7.4 One-twelfth of the minimum annual guarantee will be paid to the City in advance, on the first day of each and every month during the term hereof, without the requirement of a notice to the Concessionaire. The amount shall be pro-rated for time periods less than one month, based upon a fraction of which the numerator should be the number of days left in the month and the denominator should be the days in the month.

7.5 Concessionaire shall furnish to the City by the 15th day of each month a statement showing total gross receipts, as defined herein, for the preceding month, based upon an advertising calendar.

7.6 On the 30th day of the month following the anniversary date of the effective date of this Agreement and for each year of the term hereof, the Concessionaire shall pay to the Director the balance of the fees, if any, due to the City for the preceding period on account of the percentage payment provisions hereof; it being understood that the fees though payable monthly, shall be computed on an annual basis. The City shall refund any excess payments due the Concessionaire if applicable.

7.7 Fees and charges paid to the City shall not include any taxes, fees or license charges that may be levied, assessed or charged by any governmental entity. The Concessionaire agrees to pay such taxes, fees or license charges directly to the appropriate taxing authority.

7.8 The Concessionaire shall keep full and accurate books and records showing all of its said gross receipts, and the City shall have the right through its representatives, and at all reasonable

times, to inspect cash books and records, including State of Vermont sales tax return records. The Concessionaire agrees that all such records and instruments are and will be made available to the City within the City of Burlington for at least a four-year period following the end of each annual period of this Agreement.

7.9 The Concessionaire shall furnish a written audit performed by an independent accounting firm or CPA approved by the City to the City stating that in their opinion the Minimum Annual Guarantee and the Percentage Payment paid by the Concessionaire to the City during the preceding year pursuant to this Agreement were made in accordance with the terms of this Agreement. Such statement shall also contain a list of the gross receipts as shown on the books and records of Concessionaire which were used to compute the Percentage Payments made to City during the period covered by the statement. This shall be done within one hundred and twenty (120) days of the last day of the preceding calendar year.

7.10 Without waiving any other right of action available to the City in the event of default in payment of the privilege fees hereunder, in the event that Concessionaire is delinquent for a period of ten (10) days or more in paying to the City any fees payable to the City pursuant to this Agreement, the Concessionaire shall pay to the City interest thereon at the rate of (_____%) percent per annum from the date such item was due and payable until paid.

7.11 The City reserves the right to audit the Concessionaire's books and records of receipts at any time for the purpose of verifying the gross receipts hereunder. If, as a result of such audit, it is established that the Concessionaire has understated the gross receipts received by it from all operations on the Assigned Area by three (3%) percent or more (after the deductions and exclusions provided for herein) of the amount paid to the City during the previous annual reporting period under this Agreement, the entire expense of said audit shall be borne by the Concessionaire. Any additional Percentage Payments due, shall be paid by the Concessionaire to the City within thirty days with interest thereon at twelve (12%) percent per annum from the date such additional Percentage Payments became due.

Article VIII.

OPERATIONAL STANDARDS

8.1 Concessionaire will not be required to follow specific requirements as they relate to the hours of operations, as the hours of operations are not applicable to this agreement.

8.2 The Concessionaire agrees to operate and maintain the Assigned Areas in a safe, clean, orderly and inviting condition. The Concessionaire agrees to maintain a standard of service and quality at least equal to that of comparable high-quality facilities in the greater Burlington area, while at the same time striving to maximize revenues.

8.3 The management, maintenance and operation of the Assigned Area shall at all times be under the supervision and direction of an active, qualified, competent manager who shall at all times be subject to the direction and control of the Concessionaire.

8.4 The operations of Concessionaire, its employees, invitees, suppliers and contractors shall be conducted in an orderly and proper manner so as not to annoy, disturb or be offensive to others. All employees of the Concessionaire must conduct themselves at all times in a courteous manner toward the public and in accordance with the rules, regulations and policies of the Airport. The Concessionaire agrees to dispense with the services of an employee whose conduct the City finds, with valid cause, to be detrimental to the best interests of the Airport.

8.5 Concessionaire shall not engage in other business or activities within the confines of the Airport other than those expressly authorized by the Board of Airport Commissioners.

Article IX.

MAINTENANCE

9.1 City shall not be required to make repairs or improvements of any kind at the Concessionaire's Assigned Area if said repairs or improvements are the result of any willful or negligent act of Concessionaire, its employees or those under the control of Concessionaire. Further, the City shall not be required to make repairs or improvements of any kind at the Concessionaire's Assigned Area except as follows:

a. Structural repairs to the roof, floor and exterior walls and windows of the Airport terminal.

b. The City is to provide adequate heating and air conditioning to the Assigned Area including repairs thereto.

c. General maintenance and upkeep of the Airport's interior common use areas and external areas. The City agrees to keep and maintain in good condition all trunk water and sewer mains, supply mains and electrical power to Assigned Areas. Concessionaire agrees to keep and maintain in good condition all service lines used exclusively by Concessionaire and located within its Assigned Area.

d. Should City be required to make any repairs or improvements under the provisions herein contained, City shall not be liable to Concessionaire for any damage caused by disrepair of any kind until City has had reasonable opportunity to perform repairs after being notified in writing of the need for same by Concessionaire. Further, City shall not be liable to Concessionaire for any damage to trade fixtures or personal property of Concessionaire in the Assigned Area caused by water leakage from water lines, sprinkler or heating and air conditioning equipment.

9.2 The Concessionaire agrees to provide at its own expense all costs of electrical energy consumed, and shall pay, in addition to rental, all other costs connected with the use of the Assigned Area, facilities, rights and privileges granted including but not limiting the generality hereof, such janitor and cleaning services and supplies as may be necessary or required in the operation and maintenance of its Assigned Area. The Concessionaire also agrees to keep and maintain its Assigned Area in a clean, neat and sanitary condition, and attractive in appearance.

9.3 The Concessionaire agrees to maintain and make necessary repairs, structural or otherwise, to the interior of all of its Assigned Area and the fixtures and equipment therein and appurtenances thereto, including, without limitation, the interior windows, doors and entrances, storefronts, signs, show cases, floor coverings, interior walls and ceiling, lighting, the interior surface, the surfaces of interior columns exclusive of structural deficiencies, any columns erected by

Concessionaire, partitions and lighting within its Assigned Area and serving Concessionaire. At the end of the third year of the term of this Agreement all parts of its Assigned Area designated by the City shall be painted and re-carpeted by Concessionaire at Concessionaire's sole cost and expense. Concessionaire agrees to keep and maintain in good condition any electrical equipment located at or on its Assigned Area.

9.4 Prior to making any repairs other than to its own equipment, the Concessionaire shall discuss with the Director to determine whether the City wishes to make the repairs with its own personnel and to charge the Concessionaire its standard rates for such service including any overhead charges. All work performed by the Concessionaire is subject to approval by the Airport Director or his representative.

9.5 All repairs done by the Concessionaire or on its behalf shall be of first class quality in both materials and workmanship. All repairs will be made in conformity with the rules and regulations prescribed from time to time by Federal, state or local authorities having jurisdiction over the work in the Concessionaire's Assigned Area.

9.6 The Director or his duly appointed representatives shall have the right to enter the Concessionaire's Assigned Area to:

a. Inspect the Assigned Area at reasonable intervals during the Concessionaire's regular business hours or at any time in case of emergency to determine whether the Concessionaire has complied with and is complying with the terms and conditions of this Agreement.

b. Perform any and all things that the Concessionaire is obligated to and has failed after reasonable written notice to do so, including: maintenance, repairs and replacements to the Concessionaire's Assigned Area.

c. Exercise the City's police power.

9.7 If the Concessionaire refuses or neglects to undertake the maintenance, repair or replacements requested by the Director; or if the City is required to make any repairs necessitated by the negligent acts or omissions of the Concessionaire, its employees, agents, servants or licensees, the

City shall have the right to make such repairs on behalf of and for the Concessionaire. Such work shall be paid for by the Concessionaire within ten (10) days following demand by Director for said payment at the City's standard rates plus any overhead which may be determined by the Director.

9.8 In a timely manner, the Concessionaire will provide for the adequate sanitary handling and removal of all trash, garbage and other refuse caused as a result of the Concessionaire's operations. The Concessionaire agrees to provide and use suitable covered receptacles for all garbage, trash and other refuse in its Assigned Area. Piling of boxes, cartons, barrels or similar items shall not be permitted in a public area. Concessionaire also agrees to comply with the Airport's recycling program.

9.9 The City shall provide, or cause to be provided, during the term of this Agreement, security protection similar to that afforded to other concessionaires at the Airport. The Concessionaire shall have the right, but shall not be obligated to provide such additional or supplemental public protection as it may desire at its own cost. Any extra security protection shall be subject to the authority granted to the Airport's police force and shall in no way hinder or interfere with their duties.

Article X.

COMPLIANCE

10.1 The Concessionaire, its officers, agents, servants, employees, contractor, licensees and any other person whom the Concessionaire controls or has the right to control shall comply with all present and future laws, ordinances, orders, directives, rules, and regulations of the United States of America, the State of Vermont, the Cities of Burlington and South Burlington and their respective agencies, departments, authorities or commissions which may either directly or indirectly affect the Concessionaire or its operations on or in connection with the premises of the Airport.

10.2 Concessionaire shall comply with the provisions of the City's Livable Wage Ordinance, including any amendments to that ordinance and any annual adjustments to the Livable Wage rate by the City. Concessionaire shall submit a Certification of Compliance, and

that certification is hereby incorporated into this Agreement. Currently, the livable wage for employees who receive health care benefits (i.e. employer cost or contribution of at least $1.20 per hour) is $13.94 per hour. The livable wage for employees who do not receive health care benefits is $17.71 per hour.

Concessionaire has been further advised to consult the livable wage ordinance for a more detailed description of its requirements.

10.3 Concessionaire shall pay, on or before their respective due dates, to the appropriate collecting authority, all Federal, State, and local taxes and fees which are now or may hereafter be levied upon the premises, or upon Concessionaire, or upon the business conducted on the premises, or upon any of Concessionaire's property used in connection therewith; and shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by Concessionaire.

10.4 The laws of Vermont govern this Agreement. Any disputes relating to this Agreement must be resolved in accordance with the laws of Vermont.

Article XI.

ASSIGNMENT AND SUBLEASING

11.1 Concessionaire shall not assign this Agreement or allow same to be assigned by operation of law or otherwise, or sublet the assigned areas or any part thereof without the prior written consent of City. Any purported assignment or sublease in violation hereof shall be void.

11.2 In no case may the activities, uses, privileges and obligations authorized herein or the Assigned Area or any portion thereof be assigned, for any period or periods after a default of any of the terms, covenants, and conditions herein contained to be performed, kept and observed by the Concessionaire.

11.3 The Concessionaire must obtain the consent of the City to keep this Agreement in effect prior to any transfer or merger of ownership between the Concessionaire and any other corporation or

company.

Article XII.

INSURANCE AND INDEMNIFICATION

12.1 The Concessionaire covenants and agrees to indemnify and save harmless the City, its members, agents, officers and employees, their successors and assigns, individually or collectively from and against all liability for any fines, claims, suits, demands, actions or causes of action of any kind and nature including, but not limited to personal injury or death and property damage, in any way arising out of or resulting from any activity or operation of the Concessionaire in, on or about the Assigned Area or upon Airport premises or in connection with its use of the Assigned Area or Airport premises. The Concessionaire further agrees to pay all expenses in defending against any claims made against the City; provided, however, that the Concessionaire shall not be liable for any injury, damage or loss occasioned by the sole negligence or willful misconduct of the City, its agents or employees. The Concessionaire shall give prompt and timely notice of any claim made or suit instituted which, in any way, directly or indirectly, contingently or otherwise, affects or might affect the City.

12.2 The Concessionaire shall procure and maintain at its own expense, the following types and amounts of insurance for the term of this Agreement:

TYPE	**COVERAGE AMOUNTS**	
	LIMITS PER OCCURRENCE	**LIMITS GENERAL AGGREGATE**
Worker's Compensation		Statutory
Comprehensive General (Public) Liability - to include but not limited to the following: ▪ Premises/Operation ▪ Independent Contractors ▪ Personal Injury ▪ Products/Completed Operations ▪ Contractual Liability	$1,000,000	$1,000,000
Comprehensive Automobile Liability -to include coverage for: ▪ Owned/Leased Automobiles	$5,000,000	$5,000,000

▪ Non-owned Automobiles ▪ Hired Automobiles	
Property Insurance - for physical damage to property, including Improvements and betterments to the leased property.	100% of replacement value
Liquor Liability	Statutory

12.3 The Concessionaire further agrees that with respect to the above-required insurances, the City shall:

a. Be named as additional insured/or an insured, as its interest may appear, however, City shall have no liability for any premiums charged for such coverage, and the inclusion of City as in insured is not intended to and shall not, make the City a partner or joint venture with Concessionaire in its operations on the Airport.

b. Be provided with a waiver of subrogation.

c. Be provided with Certificates of Insurance evidencing the above-required insurance within ten (10) days of the execution of this Agreement. Thereafter, Concessionaire shall furnish City with a certificate of insurance at six-month intervals during the term of this Agreement. City shall have the right to examine the required insurance policies upon reasonable notice to Concessionaire.

12.4 If the City determines that it is desirable for Concessionaire to maintain insurance with coverage limits higher than the foregoing limits, within thirty (30) days after the City's request therefor, Concessionaire shall procure and maintain insurance policies whose limits are not less than those required by the City; provided, however, that such determination by the City shall be made in good faith.

12.5 The Concessionaire agrees to post with City, no later than fourteen (14) days following execution of this Agreement, and maintain throughout the term hereof, a performance bond in the amount of fifty percent (50%) of the Average Minimum Annual Guarantee. The performance bond shall insure the full and faithful performance by Concessionaire of all the covenants, terms and conditions of this Agreement and stand as security for payment by Concessionaire of all valid claims

by the City.

12.6 In lieu of a performance bond and at the City's option, the Concessionaire may deposit an amount equal to three month's minimum guarantee with the City or establish an irrevocable line of credit payable to the City in the same amount with a local banking institution acceptable to the City, subject to the provision for annual increase set forth above.

12.7 In addition to the performance bond, the Concessionaire agrees to provide the City before commencing any work or construction in its Assigned Areas with a performance bond and labor and material bond, for any construction or capital improvements undertaken by the Concessionaire during the term of this Agreement in a sum equal to the full amount of the construction contract award.

Article XIII.

DEFAULT BY CITY

13.1 The following contingencies shall be a condition of default by City:

a. The permanent abandonment of the Airport.

b. The issuance by any court of competent jurisdiction of any injunction preventing or restraining the use of the Airport in such a manner as to substantially restrict the Concessionaire from conducting its terminal advertising and the remaining in force of such injunction for at least sixty (60) days.

c. The breach by the City of any of the terms, covenants, or conditions of this Agreement to be kept, performed, and observed by the City, and the failure of the City to remedy such breach for a period of sixty (60) days after written notice from the Concessionaire of the existence of such breach has been received by City or if more than sixty (60) days shall be required because of the nature of such breach, if City shall fail within said sixty (60) day period to commence and thereafter diligently proceed to cure such default.

d. The assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport and its facilities in such a manner as to

substantially restrict the Concessionaire from conducting its terminal advertising services if such restriction be continual for a period of three (3) months or more.

Article XIV.

DEFAULT BY CONCESSIONAIRE

14.1Each of the following shall constitute an event of default by Concessionaire:

a. Concessionaire shall fail to pay any rent or charges as provided for in this Agreement and such failure shall continue for a period of ten (10) days after receipt by Concessionaire of written notice of such failure.

b. Concessionaire shall neglect or fail to perform or observe any of the terms, provisions, conditions or covenants herein contained, and on Concessionaire's part to be performed or any way observed, and if such neglect or failure should continue for a period of thirty (30) days after receipt by Concessionaire of written notice of such neglect or failure, or if more than thirty (30) days shall be required because of the nature of the default, if Concessionaire shall fail within said thirty (30) day period to commence and thereafter diligently proceed to cure such default.

c. Concessionaire shall become insolvent, shall take the benefit of any present or future insolvency statute, shall make a general assignment for the benefit of creditors, shall file a voluntary petition in bankruptcy or a petition to answer indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or of any state thereof, or shall consent to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property.

d. An Order for Relief shall be entered at the request of Concessionaire or any of its creditors under the federal bankruptcy or reorganization laws or under any law or statute of the United States or any state thereof.

e. A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against Concessionaire and shall not be dismissed within thirty (30) days after the filing thereof.

f. By or pursuant to or under the authority of any legislative act, resolution or rule, or

any order or decree of any court or governmental board, agency, or officer, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of Concessionaire and such possession or control shall continue in effect for a period of fifteen (15) days.

g. Concessionaire shall become a corporation in dissolution or voluntarily or involuntarily forfeit its corporate charter.

h. The rights of Concessionaire hereunder shall be transferred to, pass to, or devolve upon, by operations by law or otherwise, any other person, firm, corporation, or other entity, by or its connection with or as a result of any bankruptcy, insolvency, trusteeship, liquidation, or other proceedings or occurrence described in paragraphs C through G of this Provision 14.1.

i. IfConcessionaire shall fail to take possession of its Assigned Area.

J. If Concessionaire shall abandon all or any part of its Assigned Area or shall discontinue the conduct of its operations in all or any part of its Assigned Area.

k. If Concessionaire shall fail to abide by all applicable laws, local ordinances and rules and regulations of the United States, State of Vermont and Board of Airport Commissioners.

14.2 In the event any condition of default shall occur (notwithstanding any waiver, license or indulgence granted by City with respect to any condition of default in any form or instance) City, then, or at any time thereafter, shall have the right, at its election, either to terminate this Agreement by giving at least five (5) days written notice to Concessionaire at which time Concessionaire will then quit and surrender the premises to City, but Concessionaire shall remain liable as hereinafter provided, or, to enter upon and take possession of the premises (or any part thereof in the name of the whole), without demand or notice, and repossess the same as of the City's former estate, expelling Concessionaire and those claiming under Concessionaire, forcibly, if necessary, without prejudice to any remedy for arrears of rent or preceding breach of covenant and without any liability to Concessionaire or those claiming under Concessionaire for such repossession.

14.3 City's repossession of the Assigned Area shall not be construed as an election to terminate this Agreement nor shall it cause a forfeiture of rents or other charges remaining to be paid

during the balance of the term hereof, unless a written notice of such intention be given to Concessionaire, or unless such termination is decreed by a court of competent jurisdiction. Notwithstanding any re-letting without termination by City because of any default by Concessionaire, City may at any time after such re-letting elect to terminate this Agreement for any such default.

14.4 Upon repossession, City shall have the right (at its election and whether or not this Agreement shall be terminated) to re-let the Assigned Area or any part thereof for such period or periods (which may extend beyond the term of this Agreement) at such rent or rents and upon such other terms and conditions as City may, in good faith, deem advisable. City shall in no event be liable and Concessionaire's liability shall not be affected or diminished in any way whatsoever for failure to re-let the Assigned Area, or in the event same are re-let, for failure to collect any rental or other sums due under such re-letting.

14.5 In the event that City shall elect to re-let, then rentals received by City from such re-letting shall be applied: first, to the payment of any indebtedness other than rent due hereunder from Concessionaire to City; second, to the payment of any reasonable cost of such re-letting; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by City and applied in payment of future rent as the same may become due and payable hereunder. Should that portion of such rentals received from such re-letting during any month, which is applied to the payment of rent hereunder, be less than the rent payable during that month by Concessionaire hereunder, then Concessionaire shall pay such deficiency to City. Such deficiency shall be calculated and paid monthly. Concessionaire shall also pay to City, as soon as ascertained, any costs and expenses incurred by City in such re-letting not covered by the rentals received from such re-letting of the Assigned Area.

14.6 If City shall terminate this Agreement or take possession of the Assigned Area by reason of a condition of default, Concessionaire and those holding under Concessionaire, shall no later than fourteen (14) days following such termination or possession remove its goods and effects

from the Assigned Area. If Concessionaire or any such claimant shall fail to effect such removal such property shall become the property of the City without the payment of any amount to Concessionaire therefor.

14.7 If City shall enter into and repossess the Assigned Area for reason of the default of Concessionaire in the performance of any of the terms, covenants or conditions herein contained, then and in that event Concessionaire hereby covenants and agrees that Concessionaire will not claim the right to redeem or reenter the Assigned Area to restore its operations hereunder and Concessionaire hereby waives the right to such redemption and reentrance under any present or future law, and hereby further, for any party claiming through or under Concessionaire, expressly waives its rights, if any, to make payment of any sum or sums of rent, or otherwise, of which Concessionaire shall have made default under any of the covenants of this Agreement and to claim any subrogation of the rights of Concessionaire under these presents, or any of the covenants thereof, by reason of such payment.

14.8 All rights and remedies of City herein created or otherwise existing at law are cumulative, and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as deemed advisable.

14.9 If proceedings shall at any time be commenced for recovery of possession as aforesaid and compromise or settlement shall be effected either before or after judgment whereby Concessionaire shall be permitted to retain possession of the Assigned Area, then such proceeding shall not constitute a waiver of any condition or agreement contained herein or of any subsequent breach thereof or to this Agreement.

14.10 Any amount paid or expense or liability incurred by City for the account of Concessionaire according to the provisions of this Agreement may be deemed to be additional rental and the same may, at the option of the City, be added to any rent then due or thereafter falling due hereunder.

14.11 The Concessionaire agrees to keep all insurance policies in effect through surrender of

its Assigned Areas.

Article XV.

HOLDING OVER

15.1 It is agreed and understood that any holding over of Concessionaire after the termination of this Agreement shall not renew and extend same but shall operate and be construed as a tenancy from month to month and Concessionaire agrees to pay to the City double the privilege fee and annual guarantee that is in effect at the end of the regular term of the Agreement. Concessionaire shall be liable to the City for all loss or damage on account of any such holding over against the City's will after the termination of this Agreement, whether such loss or damage may be contemplated at this time or not. It is expressly agreed that acceptance of the foregoing payment by the City in the event that Concessionaire fails or refuses to surrender possession shall not operate to give Concessionaire any right to remain in possession nor shall it constitute a waiver by the City of its right to immediate possession.

Article XVI.

FIRE AND OTHER DAMAGE

16.1 In the event that structural or permanent portions of the building within the Assigned Area shall be partially damaged by fire or other casualty, the Concessionaire shall give immediate notice thereof to the Director and the same shall be repaired at the expense of the City without unreasonable delay unless City determines that (1) the damage is so extensive that repair or rebuilding is not feasible, or (2) the damage resulted from the willful misconduct on the part of Concessionaire or its officers, agents or employees in which case repairs shall be at the expense of Concessionaire and there shall be no suspension or termination of this Agreement of Concessionaire's obligation to pay in full all charges notwithstanding any other provisions hereunder to the contrary. From the date of such casualty until said area is repaired, monthly payments hereunder shall, except as hereinabove provided, abate in such proportion as the part of the area thus destroyed or rendered un-tenantable bears to the areas assigned; provided, however, that if an area shall be so slightly

injured in any such casualty as not to be rendered unfit for occupancy, the rent hereunder shall not cease or be abated during any repair period. In the event that the damage to an area should be so extensive as to render it un-tenantable, the rent for such area shall, except as hereinabove provided, cease until such time it shall again be put in repair, but in the event of the area being damaged by fire or other casualty to such an extent as to render it necessary in the exclusive judgment of the City not to rebuild the same, then, at the option of the City, and upon notice to Concessionaire, this Agreement as it applies to said area shall cease and come to an end, and the rent hereunder shall be apportioned and paid up to date of such damage. If the City elects to rebuild said areas, the City shall notify Concessionaire of such intention within thirty (30) days of the date of the damage, otherwise, the Agreement as it applies to said area shall be deemed canceled and of no further force or effect.

16.2 The City's obligations to rebuild or repair under this Article shall in any event be limited to restoring said area to substantially the condition that existed prior to the commencement of improvements by Concessionaire and shall further be limited to the extent of the insurance proceeds available to City for such restoration. Concessionaire agrees that if the City elects to repair or rebuild as provided in this Article, then Concessionaire will proceed with reasonable diligence and at its sole cost and expense to rebuild, repair and restore its signs, fixtures, furnishings, equipment, improvements and other items provided or installed by Concessionaire, in or about the Assigned Area in a manner and to a condition at least equal to that which existed prior to its damage or destruction.

16.3 In the event City elects not to repair or rebuild as provided in this Article, and in the event that the damage or loss is covered by insurance secured by Concessionaire under Article 12, Concessionaire shall immediately pay over to City the entire amount of the insurance proceeds and this Agreement shall then be terminated. Concessionaire's obligation to remit insurance proceeds to City shall be limited to the value of the improvements and alterations which, by the terms of this Agreement, are to become the property of City upon termination of this Agreement.

Article XVII.

ATTORNEY'S FEES

17.1 If City brings any action under this Agreement, and prevails in said action, then the City shall be entitled to recover from Concessionaire its reasonable attorney's fees incurred as a result of said action.

Article XVIII.

AMENDMENT

18.1 This Agreement, together with the authorizing ordinance, constitutes the entire agreement between the parties. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

Article XIX.

RELATIONSHIP OF PARTIES

19.1 Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship, between the parties hereto. It is understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties hereto creates a relationship other than the relationship of City and Concessionaire.

Article XX.

EXCLUSIVITY -NON-DISCRIMINATION

20.1 Concessionaire agrees that in the exercise of the rights and privileges herein granted for the furnishing of services hereunder to the public that it will:

a. Furnish said services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and

b. Charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided that Concessionaire may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

20.2 It is specifically understood and agreed that nothing herein contained shall be construed

as granting or authorizing the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

20.3 Concessionaire, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under said land and the furnishings of services hereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Concessionaire shall use the premises and improvements in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations Department of Transportation, Subtitle A, Office of the Secretary Part 21 Non-Discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above non-discrimination covenants, the City shall have the right to terminate this Agreement and to re-enter and repossess said premises and facilities thereon, and hold the same as if said Agreement had never been made or issued.

Concessionaire assures that it will undertake an affirmative action program as required by 14 C.P.R., Part 152 Subpart E, to insure that no persons shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 C.P.R., Part 152, Subpart E. Concessionaire assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by the subpart. Concessionaire assures that it will require that its covered sub organizations provide assurances to the City that they similarly will undertake affirmative action programs and that they will require assurances from their sub organizations, as required by 14 C.P.R., Part 152, Subpart E, to the same effect.

Article XXI.

GENERAL PROVISIONS

21.1 Subordination to Agreements- This Agreement is subject and subordinate to the provisions of any agreement heretofore or hereafter made between the City and the United States Government or State of Vermont relative to the operation or maintenance of the Airport, the execution of which has been required or may be required as a condition precedent to the transfer of federal rights or property to the City for Airport purposes, or the expenditure of federal funds for the improvement or development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act of 1958, as it has been amended from time to time.

21.2 Acceptance of Fees - No acceptance by City of rentals, fees, charges or other payments in whole or in part, for any period or periods after a default of any of the terms, covenants, and conditions hereof to be performed, kept or observed by Concessionaire, shall be deemed a waiver of any right on the part of the City to terminate this Agreement for any subsequent violation by Concessionaire.

21.3 Non-waiver of Rights- No waiver of default by either party of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained, to be performed, kept, and observed by the other party.

21.4 Notices- Notices required herein may be given by registered or certified mail by depositing the same in the United States mail in the continental United States, postage prepaid. Any such notice so mailed shall be presumed to have been received by the addressee seventy-two (72) hours after deposit of same in the mail. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices to City shall be delivered as follows:

Director of Aviation
Burlington International Airport
1200 Airport Drive,# 1
South Burlington, Vermont 05403

Notices to Concessionaire shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, addressed to Concessionaire at the address on file with the Director. If notice is given in any other manner or at any other place, it will also be given at the place and in the manner specified above.

21.5 Captions -The headings of the several articles of this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

21.6 Severability- If one or more clauses, sections, or provisions of this Agreement shall be held to be unlawful, invalid or unenforceable, it is agreed that the remainder of the Agreement shall not be affected thereby.

21.7 Waiver of Claims- The Concessionaire hereby waives any claim against the City of Burlington and the State of Vermont and its officers, or employees for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part thereof, or by any judgment or award in any suit proceeding declaring this Agreement null, void or voidable, or delaying the same or any part hereof, from being carried out.

21.8 Right to Develop Airport- It is further covenanted and agreed that the City reserves the right to further develop or improve the Airport and all landing areas and taxiways as it may see fit, regardless of the desires or view of the Concessionaire and without interference or

hindrance. The City reserves the right to relocate the Assigned Area, and in the event of a relocation, the City will use its best efforts to provide substitute space of comparable size and suitability for use as a advertising space. City reserves the right at any time to contract for additional advertising with outside concerns.

21.9 Incorporation of Exhibits-All exhibits referred to in this Agreement is intended to be and hereby are specifically made a part of this Agreement.

21.10 Incorporation of Required Provisions- The parties incorporate herein by reference all provisions lawfully required to be contained herein by any governmental body or agency.

21.11 Non-liability of Agents and Employees- No member, officer, agent, director, or employee of the City shall be charged personally or held contractually liable by or to Concessionaire under any term or provision of this Agreement or because of any breach thereof or because of its or their execution or attempted execution.

21.12 Successors and Assigns Bound- This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto where permitted by this Agreement.

21.13 Right to Amend- In the event that the Federal Aviation Administration or its successors require modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, the Concessionaire agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required.

21.14 Time of Essence - Time is expressed to be of the essence of this Agreement.

21.15 Gender- Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, unless the context otherwise required.

21.16 Force Majeure- Neither the City nor the Concessionaire shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, act of God, acts of the public

enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not within its control, and the party experiencing force majeure shall give immediate notice to the other party identifying the nature of such force majeure and when it began. The party experiencing force majeure shall take immediate action to attempt to remove such causes of force majeure as may occur from time to time and its operations under this Agreement shall be resumed immediately after such cause has been removed, provided that neither party shall be required to settle any labor dispute except upon terms that party deems acceptable. The suspension of any obligations under this section shall not cause the term of this Agreement to be extended and shall not affect any rights accrued under this Agreement prior to the commencement of the force majeure. The party giving notice of the force majeure shall also give notice of its cessation.

21.17 Interpretation - The language in all parts of this Agreement shall in all cases be construed simply according to its fair meaning and not strictly construed against the City.

21.18 Reserved Rights and Privileges- All rights and privileges not specifically granted to Concessionaire in this Agreement shall be reserved to the City.

Article XXII

ENTIRE AGREEMENT

22.1 It is understood and agreed that this instrument contains the entire agreement between the parties hereto. It is further understood and agreed by Concessionaire that City and City's agents have made no representations or promises with respect to this Agreement expressly set forth, and that no claim or liability or cause for termination shall be asserted by Concessionaire against City for, and City shall not be liable by reason of, the breach of any representation or promises not expressly stated in this Agreement, any other written or parole agreement with City being expressly waived by Concessionaire.

The individuals executing this Agreement warrant that they have full authority to execute this lease on behalf of the entity for which they are acting herein.

The parties hereto do hereby execute this Agreement on the day and year first above mentioned.

SIGNATURES…..

Exhibit A
Respondent's Proposal

(see attached)

Exhibit B
Airport Layout Plan

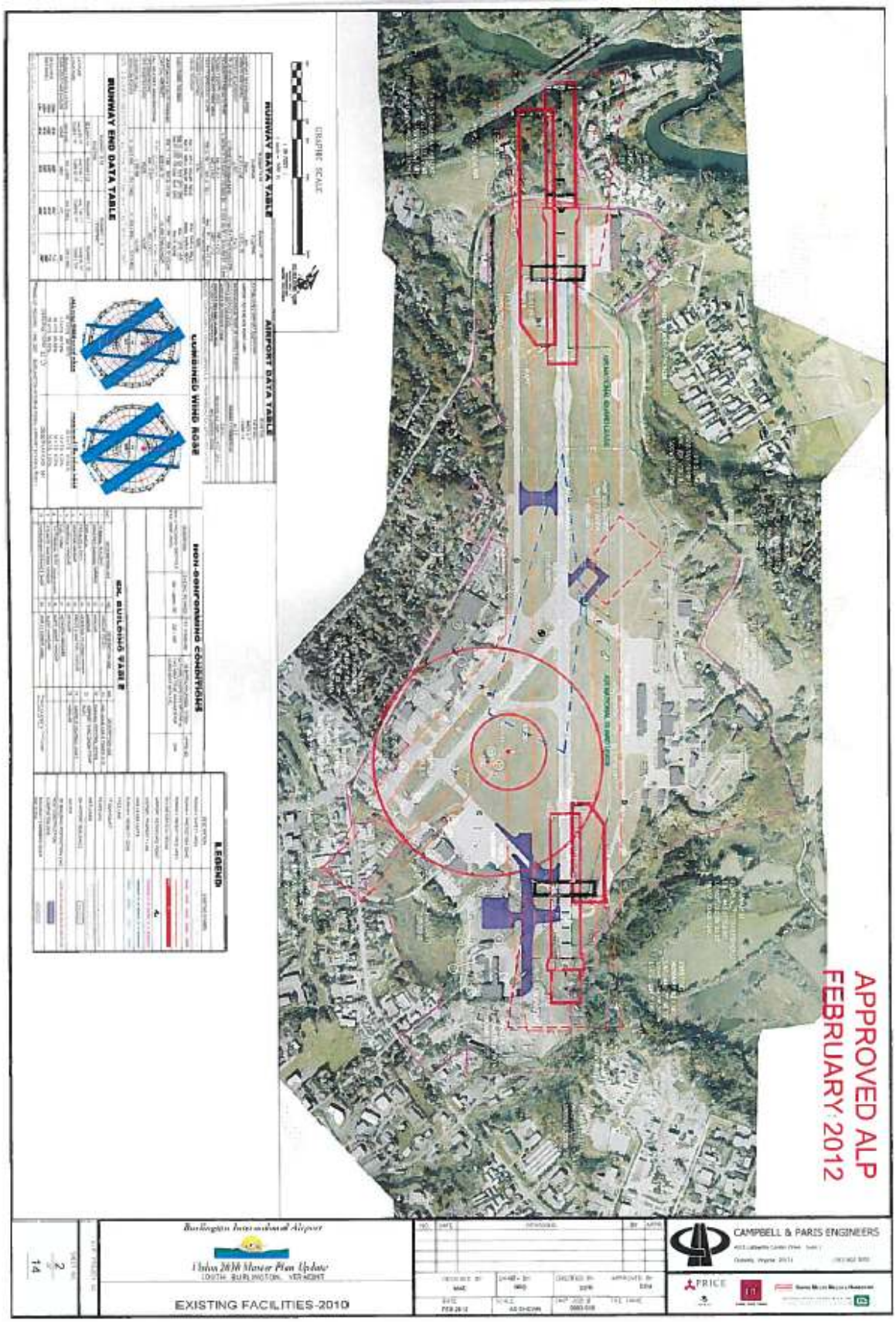
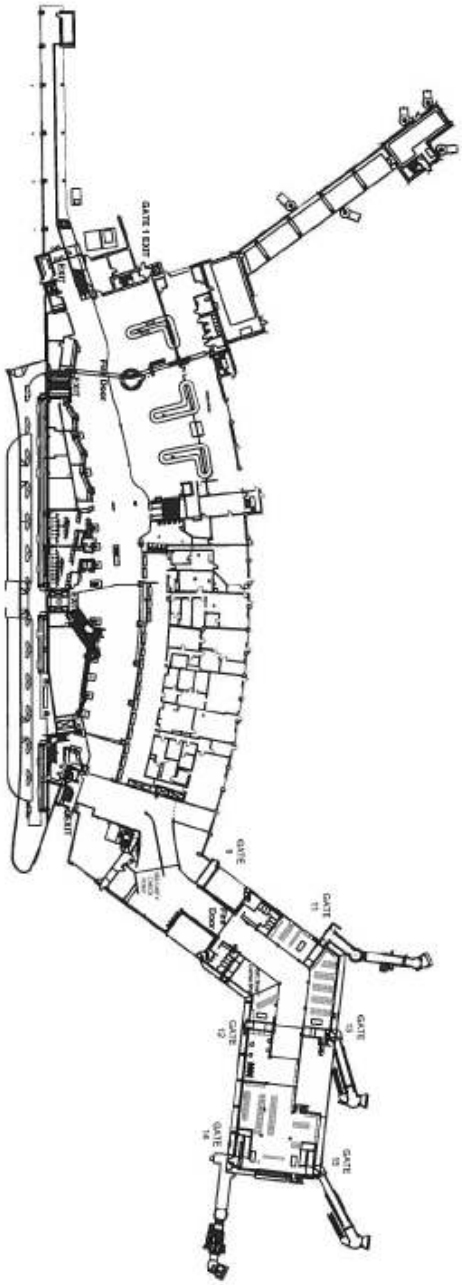


Exhibit C-1
<u>Airport Terminal</u>
<u>(drawing of terminal main building and attached north and south concourses as exists today)</u>

- *Terminal Building First Floor*



- *Terminal Building Second Level*

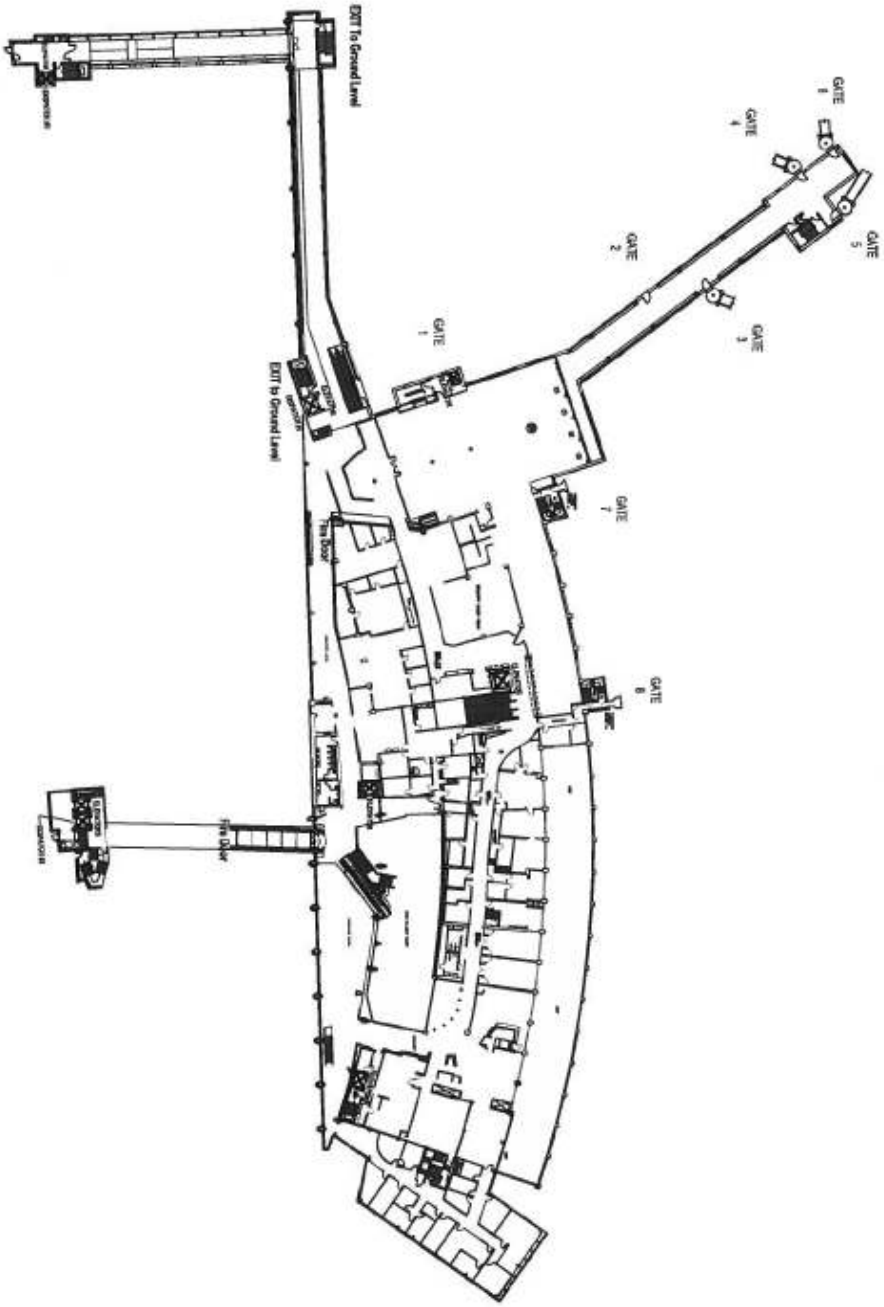
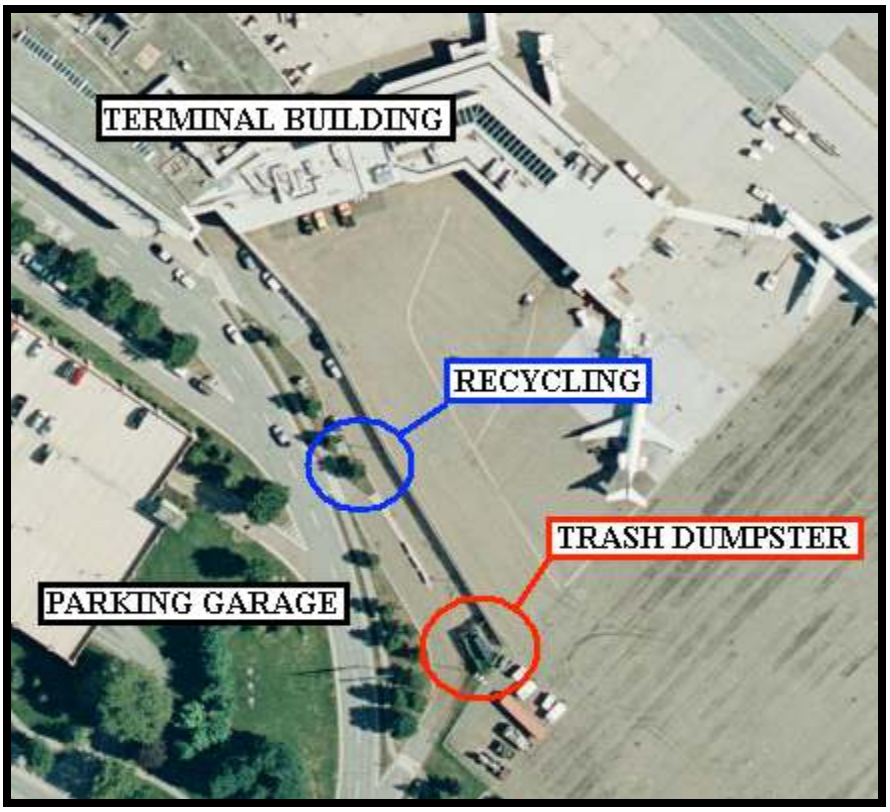


Exhibit C-2
(Identification of north, south & main terminal concessions as designated for Concessionaire)

(to be attached)

Exhibit C-3

(exhibit showing trash removal and recycling areas of airport as designated for Concessionaire's use)



ATTACHMENT A: RESPONDENT QUESTIONNAIRE

Check the box that indicates the Space(s) that Respondent is including within their proposal submittal:

Note: If submitting a proposal for more than one space, Respondent must clearly identify within each question response the appropriate Space # that the information pertains to.

Part 1- GENERAL INFORMATION

1) Respondent Information: Provide the following information regarding the Respondent.

(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co- Respondent by copying and inserting an additional block(s) before Item #2.)

Respondent Name: _____

(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Contact Name: _____

Principal Address: _____

State: _____ Zip Code: _____

Telephone No. _____Fax No._____

Social Security Number or Federal Employer Identification Number:_____

Comptroller's Taxpayer Number, if applicable: _____

(NOTE: This 11 digit number is sometimes referred to as the Comptroller's TIN or TID.)

Business Structure: Check the box that indicates the business structure of the Respondent and complete one of the next three statements.

( ) Corporation

( ) Limited Partnership

( ) General Partnership

( ) Limited Liability Company

( ) Individual (no additional page required)

PARTNERSHIP STATEMENT

If a PARTNERSHIP, answer the following:

a. Date of Organization?

b. State of Organization?

c. General Partnership ( ) Limited Partnership ( )

d. Partnership Agreement recorded? Yes ( ) No ( )

e. Has the Partnership done business in Vermont?

Yes ( ) No ( ) When?_____

f. Name, address, and partnership share of each general partner:

Name	Address	Share
1. _____	_____	%
2. _____	_____	%
3. _____	_____	%
4. _____	_____	%

LIMITED LIABILITY COMPANY STATEMENT

If a LIMITED LIABILITY COMPANY, answer the following:

a. Date of Organization?

b. State of Organization?

c. General Partnership ( ) Limited Partnership ( )

d. Articles of Information recorded? Yes ( ) No ( )

e. Has the LLC done business in Vermont?

Yes ( ) No ( ) When?_____

f. Name and address of each Manager:

	Name	Address
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

g. Name and ownership share of each Member:

	Name	Shares
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

CORPORATION STATEMENT

If a CORPORATION, answer the following:

a. When incorporated?

b. Where incorporated?

c. Is the corporation authorized to do business in Vermont?

(1) Yes ( ) No ( )If so, as of what date?_____

(2) If Vermont is not state of incorporation:

a. Address of the registered agent in Vermont:

b. Name of registered agent in Vermont at such office:

c. NOTE: Certificate of Authority to transact business in Vermont should be attached.

d. The Corporation is held: Publicly ( ) Privately ( )

e. Furnish the name, title and address of each officer, director and principal shareholders owning 10% or more of the corporation's issued stock.

DIRECTOR'S NAME AND ADDRESS

1. _____ _____

2. _____ _____

3. _____ _____

4. _____ _____

5. _____ _____

6. _____ _____

	OFFICERS NAME	**POSITION**
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____

	PRINCIPAL SHAREHOLDER'S NAME	PERCENTAGE OWNERSHIP	BUSINESS AFFILIATION Other than Proposer
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

2) Contact Information (if different from Part 1):

List one person who the Burlington International Airport may contact concerning your proposal or setting dates for meetings.

Name: _____

Address: _____

State: _____ Zip Code: _____

Telephone No._____ Fax No: _____
Email: _____ _____

Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes No

3) Is Respondent authorized and/or licensed to do business in Vermont?

Yes No If "Yes", list authorizations/licenses.

_____

_____

_____

4) Where is the Respondent's corporate headquarters located?

_____

_____

_____

5) Local Operation: Does the Respondent have an office located in Vermont

Yes No If "Yes", respond to a. and b. below:

a. How long has the Respondent conducted business from its Vermont office?

Years_____ Months_____

b. State the number of full-time employees at the Vermont office._____

6) Debarment/Suspension Information: Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes No

If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

_____

_____

_____

7) Surety Information: Has the Respondent ever had a bond or surety canceled or forfeited?

Yes No

If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

_____

_____

_____

8) Bankruptcy Information: Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes No

If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

_____

_____

_____

9) Provide any other names under which Respondent has operated within the last 10 years.

Part 2 - REFERENCES

Provide four (4) references, one of which must be from a financial institution that has provided Respondent with banking services during the past three years. Remaining three shall include references in which Respondent has provided similar services.

Reference No. 1: (Financial Institution)

Firm/Company Name:_____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____Fax No:_____

Email:_____

Reference No. 2:

Firm/Company Name: _____

Contact Name: _____Title:_____

Address:_____

City: _____ State: _____ Zip Code: _____

Telephone No. _____Fax No:_____

Email:_____

Reference No. 3:

Firm/Company Name: _____

Contact Name: _____Title:_____

Address:_____

City: _____ State: _____ Zip Code: _____

Telephone No. _____Fax No:_____

Email:_____

Reference No. 4:

Firm/Company Name: _____

Contact Name: _____Title: _____

Address:_____

City: _____ State: _____ Zip Code:_ _____

TelephoneNo. _____Fax

No:_____

Email:_____

Part 3 - EXPERIENCE, BACKGROUND, QUALIFICATIONS–

Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture. If proposing for more than one space, Respondent must clearly identify the Space # to which the information pertains.

1. Describe Respondent's experience relevant to the scope of concession services contemplated by this RFP, with emphasis upon operation and management experience within an airport, major transportation center, shopping center, or other high-traffic/high volume environment. List relevant operation and management experience for businesses of similar size and scope by including the following:

   a. Name and location/address for each;

   b. Terminal advertising concepts offered;

   c. Average annual sales volume; and

   d. Length of time and reason(s) for leaving or closing business.

   e. Provide photographs of the interior and exterior for each business listed, if available.

2. Describe Respondent's specific concession experience within an airport setting, if applicable. If Respondent has operated a concession in the past, include the following:

   a. Identify the services provided;

   b. Name and location/address for each;

   c. Terminal advertising concept offered;

   d. Average annual sales volume; and

   e. Length of time and reason(s) for leaving or closing business.

   f. Provide photographs of the interior and exterior for each business listed, if available.

3. List key personnel who will be assigned and actively involved in the management and operation of the proposed concession (include resumes for each listing relevant experience, licenses, certifications, associations, specialized training, etc.).

4. If Respondent is proposing as a team or joint venture, describe the rationale for selecting the team and the extent to which the team members or joint venturers have worked together in the past.

5. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

Part 4 - PROPOSED CONCESSION PLAN

Prepare and submit the following items. If proposing for more than one space, Respondent must clearly identify the Opportunity to which the information pertains to and provide separate distinct answers for points 1-5.

1. Concept Development Plan. Describe Respondent's proposed plan for food service operation to include the following:

   a. Terminal advertising concepts and theme;

   b. Visual presentation.

c. Identify three stores within the Burlington area for price comparison purposes that are comparable to the Respondent's. If Respondent operates other similar stores within the Burlington area, those store(s) must be included in the comparable facility listing.

2. Design of Facilities Plan. Describe Respondent's plan for proposed capital improvements to be made to the space and the dominant design theme. Include with response the following:

   a. Photographs of existing facilities and/or renderings of the proposed facility to illustrate the proposed design.

   b. Identify proposed architectural design team, specifying prior experience in the design of terminal advertising facilities (including resumes and project experience).

3. Projected Sales, Net Income and Cash Flow Statements. Provide a good faith pro forma estimated annual financial performance by category for the term of the contract. Include the following:

   a. Expected annual gross sales;

   b. Cost of goods sold;

   c. Operating expenses;

   d. Net income and cash flow;

   e. Effect of proposed compensation to the Burlington International Airport on net income and cash flow; and

   f. Major assumptions used in developing the sales projections.

4. Capital Investment and Financial Sources Plan. Provide a detailed cost estimate for the Respondent's proposed improvements and additional start-up costs. Include with response, Respondent's source of funds (cash, bank loan, etc.) for said improvements and start-up costs. Note: Respondent's proposed estimate should delineate all improvements; equipment; furnishing and fixtures; architectural design and engineering fees; working capital; initial inventory; improvements completion bond; and other capital investments

5. Additional Information. Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.

Part 5. ACDBE PROGRAM OVERVIEW AND REQUIREMENTS AND REQUIRED ACDBE FORMS

THE ACDBE goal for this solicitation is 10%.

It is the policy of the Burlington International Airport that disadvantaged business enterprises (ACDBEs), as defined under 49 CFR Part 23, shall have "equality of opportunity" to participate in the awarding of federally-assisted Aviation contracts and related subcontracts, to include sub-tier subcontracts. This policy supports the position of the U.S. Department of Transportation (DOT) in creating a level playing field and removing barriers by ensuring nondiscrimination in the award and administration of contracts financed

in whole or in part with federal funds under this contract. Therefore, on all DOT-assisted projects the ACDBE program requirements of 49 CFR Part 23 apply to the contract.

A. The Respondent agrees to employ good-faith efforts (as defined in the Aviation Department's ACDBE Program) to carry out this policy through award of subcontracts to disadvantaged business enterprises to the fullest extent consistent with the sufficient performance of the Aviation Department Contract, and/or the utilization of ACDBE suppliers where feasible. Aviation Department respondents are expected to solicit bids from available ACDBEs on contracts, which offer subcontracting opportunities.

B. Respondent specifically agrees to comply with all applicable provisions of the Aviation Department's ACDBE Program. The ACDBE Program may be obtained through the airport's ACDBE Liaison Officer at (802) 863-2874 or by contacting the Burlington International Airport's Aviation Department.

C. *Notification is hereby given that an ACDBE contract specific goal has been established on this contract.* The applicable ACDBE goal is 10% of the total gross revenues of this contract for Food and Beverage.

D. The Respondent shall appoint a high-level official to administer and coordinate the Respondent's efforts to carry out the ACDBE/ Policy and Program requisites. The Respondent's official should coordinate and ensure approval of the required *"Good-Faith Effort Plan"* (ACDBE Form 1).

E. The Respondent shall maintain records, as specified in the audit and records section of the contract, showing: (i) all subcontract/supplier awards, specifically awards to ACDBE/ firms; (ii) specific efforts to identify and award such contracts to ACDBE; and (iii) submit when requested, copies of executed contracts to establish actual ACDBE participation.

F. The Respondent shall agree to submit periodic reports of subcontract and/or supplier awards to ACDBE firms in such form and manner and at such times as the Burlington International Airport shall prescribe and shall provide access to books, records, and accounts to authorized officials of the Burlington International Airport, state, and/or federal agencies for the purpose of verifying ACDBE participation and good-faith efforts to carry out the ACDBE Policy and Program. All Aviation Department Respondents may be subject to a post-contract ACDBE audit. Audit determination(s) may be considered and have a bearing in the evaluation of a Respondent's good-faith efforts on future airport contracts.

G. All concession Respondents with contracts subject to formal review and approval shall make good-faith efforts (as defined and approved by the Burlington International Airport through its ACDBE Program) to subcontract and achieve the applicable contract specific ACDBE goal with certified ACDBEs. Respondents failing to achieve the applicable contract specific ACDBE goal or Respondents failing to maintain the specific ACDBE goal percentage involvement initially achieved, will be required to provide documentation demonstrating that they have made good-faith efforts in attempting to do so through the submittal of an approved *"ACDBE Good-Faith Effort Plan". Respondents are required to satisfy applicable ACDBE program requirements prior to the award of the Aviation Department contract.* Respondents must submit an *ACDBE Good-Faith Effort Plan* or they will be considered non-responsive.

H. The following ACDBE -related contractual clause shall be applicable and is specifically included as part of the concession contract. Respondents/Contractors shall also include this clause in each subcontract the prime contractor signs with a subcontractor.

"The contractor 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 Part 23 in the award and administration of DOT-assisted contracts. 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 recipient deems appropriate".

Additionally, Contractors agree to the following prompt payment and retain age payment clause:

"The Prime Contractor agrees to pay each subcontractor under this Prime Contract for satisfactory performance of its Contract no later than thirty (30) days from the receipt of each payment the Prime Contractor receives from the Burlington International Airport. The Prime Contractor further agrees to return retain age payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval from the Burlington International Airport. This Clause applies to both ACDBE and nonACDBE subcontractors".

All changes to the list of subcontractors submitted with the bid and approved by the Burlington International Airport, including major vendors, shall be submitted for review and approval by the Airport's ACDBE Liaison Office. ACDBE Form 3, *Change of Subcontractors/Suppliers* is to be completed and submitted to Aviation Department officials for approval when adding, changing, or deleting subcontractors on airport projects. *Contractors shall make a good-faith effort to replace ACDBE subcontractors unable to perform on the contract with another ACDBE.*

I. Failure or refusal by a Respondent or Contractor to comply with the ACDBE provisions herein or any applicable provisions of the ACDBE Program, either during the solicitation process or at any time during the term of the Contract, may constitute a material breach of Contract, whereupon the Contract, at the option of the Aviation Department, may be cancelled, terminated, or suspended in whole or in part, and the Contractor may be debarred from further contracts with the Burlington International Airport.

J. For purposes of this solicitation, subcontractors that are certified DBE instead of ACDBE may be counted for utilization purposes

K. The goals on this contract shall also apply to amendments that require work beyond the scope of services originally required to accomplish the project. The Respondent is asked to make ˜good faith efforts' to obtain ACDBE participation for additional scope(s) of services. Amendments that do not alter the type of service originally required to accomplish the project may be undertaken using the subcontractor and suppliers already under contract to the prime contractor. Any amendment affecting the scope of service or value of the contract should be documented on a form acceptable to the Airport staff.

(this page intentionally left blank)

ATTACHMENT B: ACDBE FORM

BURLINGTON INTERNATIONAL AIRPORT

ACDBE GOOD FAITH EFFORT PLAN
FOR FEDERALLY FUNDED CONTRACTS

(ACDBE FORM 1)

NAME OF PROJECT: Terminal Advertising Concession Services RFP
(Insert appropriate Space #(s))

PROPOSER INFORMATION:

Name of Proposer:

Address: **State:** **Zip Code:**

Telephone: **E-mail Address:**

Is your firm certified? **Yes** **No**

Type of Certification: **ACDBE** **MBE** **WBE** **AABE** **SBE** **DBE**

Age of Firm (Number of Years in _____ Business): **years**

Annual Gross Receipts of the Firm: _____**Less than $500,000** _____**$500,000 to $1 million**
_____**$1 million to $2 million** _____**$2 million to $5 million**
_____**Over $5 million**

I. List ALL SUBCONTRACTORS/SUPPLIERS that will be utilized on this contract.

Name & Address of Company	Scope of Work/Supplies to be Performed/ Provided by Firm	Estimated $ Value Sub-Contract or Level of Participation	If Firm is ACDBE Certified, Provide Certification Number	Date Written Notice Was Sent and Method
1.				
2.				
3.				
4.				
5.				

(Use Additional Sheets if Necessary)

If goal was met, skip Item 2.

2. List all firms you contacted with subcontracting/supply opportunities for this project that will not be utilized for this contract by choice of the proposer, subcontractor, or supplier. *Written notices to firms contacted by the proposer for specific scopes of work identified for subcontracting/supply opportunities must be provided to subcontractor/supplier not less than five (5) business days prior to bid/proposal due date.* The following information is required for all firms that were contacted for subcontracting/supply opportunities:

Name & Address of Company	Scope of Work/Supplies to be Performed/ Provided by Firm	Estimated Contract Amount or "A, Level of Participation	If Firm is ACDBE Certified, Provide Certification Number	Date Written Notice Was Sent and Method (Letter, Fax,	Reason Agreement Was Not Reached
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					

(Use additional sheets as needed)

ATTACHMENT C: COMPENSATION SCHEDULE

Proposed Minimum Annual Guarantee Rent (MAG): Indicate the Minimum Annual Guarantee Rent ("MAG") you propose to pay the Burlington International Airport during the term of the contract of the Contract Term. Note: Proposed MAG shall be paid to the Burlington International Airport in equal monthly installments during the term.

Minimum Annual Guarantee Rent (MAG) to Burlington International Airport

	Minimum Annual Guarantee
Year 1	$
Year 2	$
Year 3	$
Year 4	$
Year 5	$

ATTACHMENT D: SIGNATURE PAGE

The foregoing proposal is hereby submitted by the entity signed below in accordance with all terms and conditions as set forth in the Request for Proposals issued by Burlington International Airport for the right and obligation to provide management and operation of the Airport's Food and Beverage Concession.

PROPOSER

Name of Proposer: _____

By (Signature): _____

By (Name) _____

By (Title) _____

Phone: _____

Mailing Address: _____

Email Address: _____

Web Address (URL): _____

ATTACHMENT E: ACKNOWLEDGEMENT OF ADDENDA

Proposer hereby acknowledges receipt of all Addenda through and including:

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Company _____

Authorized Signature _____

Print Name _____

ATTACHMENT F: PROPOSAL CHECK LIST

Please submit the following checklist with the proposal.

Respondent has included the following required forms/written documents:

____Cover letter

____Attachment A Respondent Questionnaire

____Attachment B ACDBE Forms (NOT INCLUDED)

____Attachment C Compensation Schedule

____Attachment D Signature Page

____Attachment E Acknowledgement of Addenda