Burlington International Airport
South Burlington, Vermont

REQUEST FOR PROPOSAL ("RFP")

For

Media and Advertising Concession Program

At

Burlington International Airport

Issued: February 5, 2018

Proposals Due: March 6, 2018 2:00pm
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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 Airport”) requests proposals from all interested and qualified proponents desiring to administer the media and advertising concession program at Burlington International Airport. Proposals will be due by 2:00 PM, on March 6, 2018 in accordance with proposal procedures and requirements outlined in an RFP document that will be available via the Airport's website, email (hlumbra@btv.aero) or at the office of the Director of Aviation, 2nd floor Airport Terminal Building. 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, Hannah Lumbra (hlumbra@btv.aero), and ascertain whether any amendments have been made prior to submission of a proposal. All amendments, if any, will be made by March 6, 2018, and concurrently made available via the Airport’s website. A Respondent who does not have access to email, must notify Burlington International Airport in accordance with Section VII, 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 mandatory pre-bid meeting will be held at the Airport on February 21, 2018 at 2:00 PM in the Airport's Conference Room #3, 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 ext. 201 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, Non-Outsourcing, and Anti-Union Deterrence Ordinances.

It is the intent of the Airport to fully evaluate all proposals received and to select the proposal it considers most satisfactory for the provision of administering a media and advertising concession program at the Airport. The Airport reserves the right to reject any and all bids and to conduct 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 Airport.

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 experienced, creative, innovative, and responsible Proposers (also “Respondents”) to establish an Airport Media and Advertising Concession Program that maximizes non-aviation revenue, and creates a positive environment and experience for travelers 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 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 Respondents for any expenses incurred in preparing proposals in response to this RFP.

II. Background

The Airport is a municipal department of the City of Burlington, Vermont. BTV serves over 1.2 million passengers annually, not including, 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 10% of passengers. The heavily populated area of the province of Quebec, Canada, including Montreal, is less than a 2−hour drive to BTV. One of the Airport's goals is to ensure that French−speaking visitors feel welcome.

Currently BTV is comprised of a main terminal of approximately 190,000 square feet. Additionally there are two (2) concourses. The North Concourse is comprised of approximately 8,000 square feet including five (5) gates equipped with passenger loading bridges and security screening. The South Concourse is comprised of approximately 5,500 square feet including four (4) gates equipped with passenger loading bridges and security screening. Furthermore, a 2,600 space multilevel parking garage is connected to the terminal via two skywalks.

JetBlue, American, 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. 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 off site car rental agency.

The Federal Aviation Administration (FAA) classifies BTV as a small hub airport. The airlines operate over 62 daily scheduled flights. In calendar year 2017, there were approximately 590,700 enplanements at BTV with total enplanements projected by the Airport's independent traffic engineer to increase at an average annual rate of 1% through 2020. Note: These are only projections and the Airport does not guarantee their accuracy.
The Airport desires to create a unique advertising environment incorporating innovative, cutting-edge tools and practices that reflect current and future trends in public space advertising in a way that immerses travelers into a subtle, yet effective, marketing environment spanning the entire time they are within the Airport. The Airport seeks to incorporate new and emerging technologies, including digital and interactive displays, while achieving the delicate balance of providing tasteful advertising that showcases Vermont without overwhelming the traveler or creating visual clutter.
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 currently divided in the following approximate percentages: North Concourse (60%) and South Concourse (40%).

- The main terminal currently contains one retail concession, one ATM, and one food and beverage concession, all of which are located pre security.
- The North Concourse currently has one retail, one food and beverage concession, and one ATM, five (5) gate positions, and gates currently used by American and United.
- The South Concourse currently has one retail, one food and beverage concession, and one ATM, 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

<table>
<thead>
<tr>
<th>Month</th>
<th>2013</th>
<th>2014</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>46,256</td>
<td>45,066</td>
<td>43,916</td>
<td>42,913</td>
<td>44,537</td>
</tr>
<tr>
<td>February</td>
<td>45,066</td>
<td>44,650</td>
<td>43,589</td>
<td>45,975</td>
<td>42,279</td>
</tr>
<tr>
<td>March</td>
<td>49,605</td>
<td>51,210</td>
<td>49,215</td>
<td>46,759</td>
<td>46,600</td>
</tr>
<tr>
<td>April</td>
<td>46,804</td>
<td>48,583</td>
<td>49,215</td>
<td>46,759</td>
<td>46,600</td>
</tr>
<tr>
<td>May</td>
<td>48,058</td>
<td>50,555</td>
<td>45,872</td>
<td>47,350</td>
<td>45,683</td>
</tr>
<tr>
<td>June</td>
<td>54,039</td>
<td>53,224</td>
<td>49,944</td>
<td>52,466</td>
<td>50,187</td>
</tr>
<tr>
<td>July</td>
<td>58,027</td>
<td>59,273</td>
<td>58,601</td>
<td>52,737</td>
<td>56,956</td>
</tr>
<tr>
<td>August</td>
<td>61,325</td>
<td>58,601</td>
<td>57,629</td>
<td>60,108</td>
<td>58,215</td>
</tr>
<tr>
<td>September</td>
<td>54,487</td>
<td>52,737</td>
<td>51,089</td>
<td>52,211</td>
<td>49,995</td>
</tr>
<tr>
<td>October</td>
<td>58,359</td>
<td>57,727</td>
<td>58,296</td>
<td>60,850</td>
<td>59,378</td>
</tr>
<tr>
<td>November</td>
<td>46,967</td>
<td>45,416</td>
<td>46,470</td>
<td>46,359</td>
<td>46,781</td>
</tr>
<tr>
<td>December</td>
<td>47,013</td>
<td>46,928</td>
<td>45,153</td>
<td>46,117</td>
<td>n/a</td>
</tr>
<tr>
<td>Total</td>
<td>616,006</td>
<td>611,805</td>
<td>594,041</td>
<td>604,572</td>
<td>545,482</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Enplanements</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016</td>
<td>604,572</td>
</tr>
<tr>
<td>2017</td>
<td>596,327*</td>
</tr>
<tr>
<td>2018</td>
<td>616,724*</td>
</tr>
<tr>
<td>2019</td>
<td>622,891*</td>
</tr>
<tr>
<td>2020</td>
<td>629,120*</td>
</tr>
</tbody>
</table>

* Estimate
C. Terminal Advertising Spaces

This RFP offers space available for leasing in various locations. RFP Exhibit A is a general site plan of the current Airport Terminal Building.

The proposer shall have the non-exclusive right to utilize the following:

Traditional backlit wall mounted displays; floor mounted displays; overhead dioramas; high-tech media including screen advertising; recessed signs with light emitting diode displays; wide screen video systems; digital image banners; touch screens; interactive multi-media software; interactive projection systems or optical imaging display cases; murals; courtesy phone centers; fixed 3-dimensional displays; video advertising; light pole banners; sponsorships of airport services, facilities, venues and infrastructure; and innovative partnerships with businesses that want to pursue non-traditional marketing at the airport. These opportunities may include, but are not limited to, special events, product rollouts, technology centers, and strategic product placement.

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, in his/her sole discretion, shall reserve the right to add or subtract space under any Agreement.

D. Concepts

Respondents may propose concepts for specialty advertising opportunities that provide travelers with a friendly environment that assists with reducing the stress of travel while providing a true Vermont experience. The goal is to create an airport environment that is stimulating for travelers and conducive to noticing and retaining advertiser messages and branding.

E. Anticipated Schedule

<table>
<thead>
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<th>Event</th>
<th>Date/Time</th>
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</thead>
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<tr>
<td>Issue RFP</td>
<td>February 5, 2018</td>
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<tr>
<td>Respondents’ Questions Due</td>
<td>February 16, 2018</td>
</tr>
<tr>
<td>Required Pre-Submittal Meeting</td>
<td>February 21, 2018, 2:00 p.m.</td>
</tr>
<tr>
<td>Airport’s Final Written Responses to Questions</td>
<td>February 21, 2018</td>
</tr>
<tr>
<td>Proposal Submissions Due</td>
<td>March 6, 2018 by 2:00 p.m.</td>
</tr>
<tr>
<td>Clarifications and/or Interviews (if needed)</td>
<td>March 6- March 9, 2018</td>
</tr>
<tr>
<td>Notification of Selection</td>
<td>March 12, 2018</td>
</tr>
<tr>
<td>Tentative: City Council Approval</td>
<td>March 26, 2018</td>
</tr>
<tr>
<td>Contract Commencement</td>
<td>July 1, 2018</td>
</tr>
</tbody>
</table>

* Dates subject to change

II. PROPOSED TERM OF LEASE AND MEDIA AND ADVERTISING AGREEMENT

The Lease and Media and Advertising Agreement (“Agreement” or “Contract”) will become effective and binding upon execution by the Airport and Contractor (also “Concessionaire”), but not less than ten (10) days after Burlington City Council approval.
The term is as follows:

<table>
<thead>
<tr>
<th>Opportunity</th>
<th>Term</th>
<th>Requirements</th>
</tr>
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<tbody>
<tr>
<td>A – Advertising</td>
<td>5 years</td>
<td>Initial capital investment</td>
</tr>
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Note: Burlington International Airport staff reserves the right to negotiate the term of the contract based on the information provided in the table above or other terms proposed.

Burlington International Airport will turn over current advertising areas in “as is” condition one year after the commencement of the media and advertising concessionaire lease agreement, or expiration or termination of previously held contract(s), whichever comes first. Proposals should anticipate bringing the facilities into operation no more than 60 days after commencement of Agreement or the Airport turns over the facilities to Contractor, whichever is later; provided, however, that this provision may be waived by the Director of Aviation for factors outside of the Contractor’s control.

At this time, the Burlington International Airport anticipates that the locations included in this RFP will be delivered to the Contractor. Prior to the start of this agreement, the Contractor must 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 this RFP to be improved and finalized in accordance with the Contractor’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 until the locations become complete and operational.

III. PRE-SUBMITTAL CONFERENCE & AIRPORT SITE TOUR

A Pre–Submittal Conference will be held at the Burlington International Airport, Conference Room #3, 1200 Airport Drive, South Burlington, Vermont, 05403 at 2:00 p.m., on February 21, 2018. 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 seven calendar days in advance of the Pre–Submittal Conference in order to expedite the proceedings, but may submit questions up until two weeks after the Pre-Submittal Conference (2:00 p.m. on February 21, 2018). Burlington International Airport’s responses to questions received by this due date may be distributed at the Pre–Submittal Conference and/or posted to the Airport’s website and available in hardcopy at the Airport on February 21, 2018.

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.

Respondents should consider addressing how they can:
- Optimize revenue to the Airport;
- Incorporate innovative, cutting-edge technology, tools, and methods that reflect current and future trends in public space advertising;
- Enhance traveler experience through innovating advertising program;
- Maintain a commitment to the Airport’s image through coherent and complementary advertising;
- Generate excitement about the Airport’s advertising;
- Create an immersive traveler experience that is distinct to the region;
- Create a sophisticated advertising program;
- Include unique sponsorship opportunities;
- Provide partnership opportunities between the Airport and local advertisers;
- Incorporate entertainment elements;
- Retain traditional airport advertisers and attract new advertisers that are relevant to the local market and traveling public; and
- Attract national advertisers with Vermont roots.

Respondent’s Proposal should include the following items in the following sequence:

A. COVER/INTRODUCTORY LETTER: Summarize the Respondent’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 AND DEVELOPMENT PLAN: Complete and submit RFP Attachment C – Compensation Schedule Form, in addition to a comprehensive development plan. The airport encourages site renderings and visual aids.

F. AFFIDAVIT 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 Respondent 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.

- Respondent may not subcontract any work or services without prior express consent of Burlington International Airport.

- 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 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. **CERTIFICATIONS:** Complete and submit the Livable Wage Ordinance Certification; Outsourcing Ordinance Certification; and Union Deterrence Ordinance Certification all found in RFP Attachment F.

L. **PROPOSAL CHECKLIST:** Complete and submit the Proposal Checklist found in RFP Attachment G.

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 and written responses to questions will be available on the Airport website and is the responsibility of the Respondent 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 VII, 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, one (1) copy of the Proposal, and one (1) Flash Drive in Adobe PDF format of the Proposal in a sealed package, **clearly marked on the front of the package “BURLINGTON INTERNATIONAL AIRPORT MEDIA AND ADVERTISING CONCESSION PROGRAM RFP” to the following address:**

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

B. All Proposals must be received in the Office of the Director of Aviation no later than **2:00 p.m., March 6, 2018** at the address listed 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.
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 aids, 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 – G. Electronic files, websites, or URLs shall not be included as part of the proposal, other than the Flash Drive specified above. Each proposal must include the sections and attachments in the sequence listed in the RFP Section IV, Proposal Requirements, and each section and attachment must be divided by tabs and indexed in a Table of Contents page as indicated in RFP Attachment G – 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 a Respondent 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, thereby also becoming a public record, 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, 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, except as provided below.

Respondents are prohibited from communicating with Burlington International Airport Commission members and Airport employees, except as allowed under this section, 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., on March 2, 2018 Questions are to be sent by e−mail to hlumbra@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:

   Hannah Lumbra  
   Burlington International Airport 1200  
   Airport Drive, #1  
   South Burlington, VT 05403

3. 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 Nicolas Longo, who may be reached via telephone at (802) 863–2874 or through e−mail at nlongo@btv.aero.

4. Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. During interviews, the scheduling of which is at the sole discretion of the Airport, 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. The Airport 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, if appointed, 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 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 and Burlington Board of Finance and Burlington City Council.
### Evaluation criteria:

<table>
<thead>
<tr>
<th>Criterion</th>
<th>Points</th>
<th>Explanation</th>
</tr>
</thead>
</table>
| **Experience:**                                |        | **Experience, Background, Qualifications** 10  
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. Contracts with other airports will be considered but are not determinative. |
| **Proposed Concession Plan:**                  |        | **Concept and Theme Development** 30  
Criterion considers the overall branding concept including Vermont themed 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, the breadth and depth of product offerings. |
|                                                |        | **Design and Quality of Improvements** 10  
Criterion considers the physical design of the proposed concessions including innovation and creativity of concepts. |
|                                                |        | **Local Theme** 10  
Criterion considers the overall Vermont branding incorporation and goal of achieving a contrived “Vermont Reinforcing Vermont Experience.” |
| **Compensation:**                              |        | **Compensation Schedule** 30  
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 30 points. All other Respondents will receive a percentage of points based on the variance of the compensation on 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 revenue 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:

<table>
<thead>
<tr>
<th>Financial Capability of Respondent</th>
<th>Pass/Fail</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Completeness and Comprehensiveness</th>
<th>Pass/Fail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Criterion indicates whether the Respondent provided adequate information for the Burlington International Airport to evaluate the proposal.</td>
<td></td>
</tr>
</tbody>
</table>

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, in its sole discretion, to award a contract in response to this RFP.

B. The Contract, if awarded, will be awarded to the Respondent, or Respondents, whose Proposal is deemed most advantageous to Burlington International Airport, as determined by the selection committee, upon final 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 to execute a contract in substantially the form as attached Exhibit B with the Burlington International Airport upon final approval by Burlington City Council. No work shall commence until the City of Burlington signs the contract document(s) and Respondent 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 a reasonable time or other time specified, the City of Burlington reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent and/or Respondents.

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 are not employees of the Burlington International Airport. Contractor shall be an independent contractor of Burlington International Airport and responsible for its respective acts or omissions, and that Burlington International Airport shall in no way be responsible for selected 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. 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. 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 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 any 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 (in advance) all contractors and subcontractors that the selected Respondent may propose to construct any improvements, or perform any other work. Such contractors and subcontractors must comply with all applicable laws, statutes and ordinances.

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 (LOC)

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, Contractor shall provide evidence that they will meet insurance requirements. At least 15 days prior to the commencement of this Contract, the successful Respondent shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance shall be filed with the Airport, naming the Burlington International Airport and the City of Burlington as additional insureds. 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 a 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 to modify insurance coverages 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:

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

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 City of Burlington and Burlington International Airport and their officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, in respect to 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 City of Burlington and/or Burlington International Airport where the Burlington International Airport are additional insureds shown on the policy;

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

(4) Provide forty-five (45) 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 fifteen (15) calendar days advance written notice for nonpayment of premium.

E. Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Concessionaire shall provide a replacement Certificate of Insurance and applicable endorsements to Burlington International Airport. Burlington International Airport shall have the option to suspend Concessionaire's performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.
F. In addition to any other remedies the Burlington International Airport may have upon a Concessionaire'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 Concessionaire to stop work hereunder, and/or withhold any payment(s) which become due to Concessionaire until Concessionaire demonstrates compliance with the requirements hereof.

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

H. It is agreed that Concessionaire'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.

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

J. Concessionaire 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

- Terminal Building First Floor
- Terminal Building Second Floor
EXHIBIT B: AIRPORT ADVERTISING CONCESSION AGREEMENT (DRAFT DOCUMENT)
AIRPORT ADVERTISING CONCESSION AGREEMENT

This Concession Agreement, hereinafter referred to as “Agreement” or “Contract,” made and entered into this ___ day of _____________ 2018, by and between THE CITY OF BURLINGTON, a municipal corporation existing under the laws of the State of Vermont, hereinafter referred to as the “City,” and ______________________, a ______________ corporation qualified to do business in the State of Vermont, hereinafter referred to as the “Concessionaire.”

W I T N E S S E T H:

WHEREAS, the 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 City desires to grant to Concessionaire the right to operate the City’s display advertising concession 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, and intending to be bound hereby, the City and the Concessionaire hereby mutually undertake, promise and agree, each for itself and its successors and assigns, as follows:
ARTICLE I

TERM

1.1 The term ("Term") of this Agreement shall be deemed to have commenced on ______________, and shall continue for five (5) years thereafter, unless sooner canceled or terminated as hereinafter provided.

ARTICLE II

PRIVILEGES AND OBLIGATIONS OF THE CONCESSIONAIRE

2.1 The City hereby grants to Concessionaire the right to operate, maintain and provide the Airport-Media and Advertising Concession Program.

2.2 Concessionaire shall develop and maintain a comprehensive advertising program totally integrated and coordinated as to design, quality, and content for the Airport. Under this program, Concessionaire shall have the non-exclusive right to establish, operate, service and maintain prime quality, expertly designed commercial advertising displays, including, but not limited to: floor exhibits, wall and floor back-lit units, product cases, posters, direct telephone line hotel and transportation displays, electronic displays, computer displays, video displays, outdoor advertising and other forms of advertising relating to an attractive and profitable means for the graphic display of materials, articles, and services of various manufacturers, industries, companies, and persons. This Agreement does not confer any exclusive rights on Concessionaire. The City maintains the right of advertising as may be reasonably related to its operation or special short term community events, and, if sufficient space is available, the right to permit advertising by nonprofit organizations or advertising of material it deems to be of public importance or in the public interest.

2.3 All installations shall be in good taste, professionally developed, and presented so as to be inoffensive to the general public and of such high caliber as to contribute to the establishment of the Airport as a prestige location for commercial advertising media.

2.4 The specific locations for backlit displays, product cases, poster boards, telephone boards, and all other sites available for advertising use at the Airport ("Assigned Areas") are subject to selection and
approval by the City. The Assigned Areas shall be subject to revisions from time to time based on the availability of advertising sites at the Airport and as may be mutually agreed upon by the parties. All Assigned Areas selected are subject to relocation at any time at the City’s discretion in accordance with Article 19.15, herein. Should the City and the Concessionaire disagree on any advertising locations, the City’s decision shall be final. The City shall make best reasonable efforts to keep available for the use of Concessionaire during the term advertising locations of at least equal number, passenger exposure and commercial advertising value as those agreed upon at the commencement of the Agreement. The Concessionaire shall have a continuing right throughout the Term of this Agreement to negotiate with the Airport Director for additional or revised acceptable locations for advertising displays at the Airport, where available.

2.5 Concessionaire agrees to reasonably satisfy the following criteria relating to its performance hereunder (“Performance Criteria”):

a. At least 90% of advertisers at the Airport to be Burlington area/Vermont based advertisers;

b. Provide graphic guidance to advertisers;

c. Assist City in public relations efforts; and

d. Manage response to City communications within 24 hours.

2.6 Concessionaire shall be responsible for the commercial advertising program within the Assigned Areas at the Airport and shall apply to that program the fiscal, marketing, and administrative resources of its organization. Through its national and regional organization, Concessionaire shall use its best efforts to:

a. Develop, on a continuing basis, integrated master plans for advertising at the Airport.

b. Follow quality criteria, which will recognize the need for integrity of design and advertising content appropriate to the prestige and dignity of the Airport.

c. Practice space utilization planning which will recognize and meet the needs of all advertising classifications and insure maximum revenue return to the City consistent with the scope and integrity of the advertising master plan.
d. Provide a sales organization with ability and experience of sufficient scope to solicit and sell local, regional, and national advertising for display at the Airport, with a primary emphasis on local advertising.

e. Provide advertising and display equipment and fixtures, which are consistent with the approved architectural design plan for advertising at the Airport.

Except as provided elsewhere in this Agreement, Concessionaire shall pay all expenses associated with planning, implementing, and operating the display advertising program provided for in this Agreement.

2.7 At the request of the Director of Aviation, certain high technology, novel or other capital intensive forms of advertising displays, improvements, decor and/or equipment agreed to by Concessionaire shall be placed at the Airport by Concessionaire (“New Advertising Concepts”). All work performed by Concessionaire relating to New Advertising Concepts shall be in accordance with the provisions of this Agreement.

2.8 The Concessionaire shall have rights of ingress and egress to and from the Assigned Areas, including but not limited to common use of roadways, subject to any rules or regulations which may have been established or shall be established in the future by the City or other duly constituted authority. Such rights of ingress and egress shall apply to the Concessionaire’s employees, customers, agents, contractors, suppliers, and other authorized individuals. Concessionaire, at their sole expense, shall appropriately obtain Security Identification Display Area (SIDA) badges for all employees, customers, agents, contractors, suppliers, and other authorized individuals, as necessary.

2.9 The Concessionaire has the right to install and maintain appropriate signs in the Assigned Areas provided that the design, installation and maintenance of such signs shall be consistent with the graphic standards and policies of the City as they may be developed and amended and shall have the written approval of the City prior to installation.
ARTICLE III

ADVERTISING STANDARDS

3.1 The Concessionaire agrees to use the Assigned Areas solely for the sale, placement and display of advertising products and shall make good faith efforts in every proper manner to maintain, develop and increase the sales of advertising developed hereunder. Concessionaire will not utilize any of the Assigned Area for “giveaway” advertising without the prior written approval of the Director of Aviation.

3.2 The Concessionaire shall submit to the City, upon request, a schedule of monthly rates to be applied to the advertising locations, with the understanding that advertising locations shall be subject to quantity purchase and other incentive discounts and to standard sales/advertising agency deductions or commissions.

3.3 Advertisements, advertising copy, advertising materials and manners of presentation (“Advertisements”) shall be subject to the reasonable approval of the City. Concessionaire shall immediately remove from the Airport upon written demand of the City, at Concessionaire’s sole cost and expense, any reasonably disapproved Advertisements. In the event that any so disapproved Advertisement is not removed promptly upon receipt of written demand, the City may remove and store said Advertisement. The City shall not in any way be held responsible or liable for any damage to any Advertisement so removed, and Concessionaire agrees to hold the City harmless from any liability, claims, suits or damages that may be occasioned by the removal of said Advertisements.

3.4 The Concessionaire will promptly remove or modify the presentation of any Advertisement if so directed by the City.

3.5 Questions or complaints regarding the quality of service and/or prices, whether raised by patrons’ complaints, clients’ complaints or on the City’s own initiative or otherwise, may be submitted to Concessionaire for response. Such response shall be provided by Concessionaire within ten (10) working days.

3.6 At the City’s request, Concessionaire shall meet with the City to review any complaints or concerns regarding the advertising program. Concessionaire shall satisfy all reasonable concerns of the City
regarding the display advertising program.

3.7 All Advertisements, improvements and equipment used in Concessionaire’s operation shall conform in all respects to federal, state and local laws, statutes, ordinances and regulations.

3.8 Concessionaire shall, at its own expense, identify, provide and maintain in force any and all licenses and permits required for the legal operation of all aspects of the Concession.

ARTICLE IV
CITY’S OBLIGATIONS

4.1 The City shall provide finished floors, walls and ceilings for the Assigned Areas.

4.2 The City will be responsible for the providing of, maintenance of, and upkeep of the following:

a. All partitions about the perimeter of the Assigned Areas, all structural walls and supports, all structural roof construction, all structural floor construction and all exterior window walls designed about the perimeter of the Assigned Areas, provided, however, that any repairs which are necessitated by the acts or omissions or Concessionaire, its employees, agents, suppliers or contractors shall be the responsibility of Concessionaire.

b. All required electrical and other utility service to the Assigned Areas, except that, as provided in Article VI.

ARTICLE V
IMPROVEMENTS BY CONCESSIONAIRE

5.1 Prior to the beginning of the Term, and upon approval from the City, the Concessionaire may access the Assigned Areas, upon request.

5.2 All improvements, displays, equipment and interior design and décor constructed or installed by the Concessionaire, its agents, or contractors, including the plans and specifications therefore, shall conform to all applicable statutes, ordinances, building codes, and rules and regulations. Concessionaire shall obtain at its own expense all necessary building permits.

5.3 Concessionaire shall submit plans and specifications for the work to be performed pursuant to this
5.4 The Director of Aviation shall, within thirty (30) days of receipt of any such Preliminary Plans, either approve or disapprove the Preliminary Plans. Review and approval by City shall refer only to the conformity of such plans and specifications to the general architectural and aesthetic plan for the Assigned Areas and such approval shall not be unreasonably withheld. The City shall reserve the right to reject any Preliminary Plans or portions thereof submitted, and shall provide written notice to Concessionaire of the reasons for such rejection with adequate specificity to allow Concessionaire to modify such Preliminary Plans accordingly.

5.5 In the event of rejection of the Preliminary Plans or any portion thereof by the City, the Concessionaire shall have up to fourteen (14) days to submit adequately revised Preliminary Plans for City review. Approval of the revised Preliminary Plans by the City shall not be unreasonably withheld.

5.6 Once approved by the City, the Preliminary Plans shall become final (“Final Plans”). No changes or alterations shall be made to the Final Plans after approval by the City, except as may be agreed to in writing by the parties.

5.7 The Concessionaire shall submit a schedule depicting the estimated time required to complete the construction and installation of the displays and improvements called for in the Final Plans.

5.8 Upon written “Notice to Proceed” from the Director of Aviation, the Concessionaire shall immediately begin construction and installation of the approved displays and improvements in the Assigned Areas and pursue the same to completion. However, any delay in construction and installation due to fire, earthquake, wars, acts of the City or one of the City’s contractors, or other impediment beyond the control of the Concessionaire shall reasonably extend the time within which such construction and installation shall be completed.

5.9 All work shall be at Concessionaire’s sole cost and expense and Concessionaire shall provide all necessary labor, supervision, materials, supplies and transportation.

5.10 All work performed by Concessionaire shall be in accordance with the Final Plans. No structural alterations or improvements shall be made to or upon the Assigned Area without the prior written Agreement (“Preliminary Plans”) to the City for review.
approval of the City. The ultimate control over the quality and acceptability of the finishes in the Assigned Areas will be retained by the City, and all improvements and finishes shall require the written approval of the City prior to installation.

5.11 All improvements made by the Concessionaire to the Assigned Areas shall be of high quality, safe, fire resistant materials and shall be attractive in appearance.

5.12 Concessionaire and its architect-engineer shall meet with the Director of Aviation and other necessary employees of the Airport for periodically scheduled meetings to assess the status of completion.

5.13 One reproducible final “as built” copy of the Final Plans for all displays and improvements, as may have been revised by the parties during the course of construction and installation, shall be signed by the Concessionaire and submitted to the Director of Aviation within ninety (90) days following completion of the construction and installation.

5.14 Upon completion of the work, the Concessionaire shall forthwith provide the City with a certification that the improvements and displays have been constructed and installed in accordance with the Final Plans, and in strict compliance with all applicable building codes, laws, statutes, ordinances and regulations.

5.15 All permanent and non-permanent improvements made by Concessionaire solely or in conjunction with the City shall be and remain the property of the Concessionaire until the expiration or earlier termination of this Agreement, at which time said permanent improvements shall become the property of the City.

5.16 The City will allocate funds, when available and on an annual basis, to assist with technology development related to the Airport-Media and Advertising Concession Program. Nothing contained herein mandates the City to allocate or use such funds for any purpose.
ARTICLE VI

PRIVILEGE FEES, CHARGES AND ACCOUNTABILITY

6.1 Subject to the terms hereof, Concessionaire agrees to pay to the City a percentage of Gross Revenues (as defined herein) derived from the sale of advertising and advertising space at the Airport, not to be less than a Minimum Annual Guarantee (“MAG”).

6.2 Subject to the terms hereof, Concessionaire agrees to pay the City for the period from ___________ until ___________ the greater of _________ Percent (___%) of Gross Revenues (“Percentage Fee Payment”) or a MAG of _______________ per year as identified in Concessionaires Bid Proposals Attachment C (“MAG Payment”), whichever is higher.

6.3 The City understands and agrees that Concessionaire’s ability to make sufficient advertising sales at the Airport is expressly based on there being no commercial advertising at the Airport other than that provided by Concessionaire hereunder.

6.4 “Gross Revenue,” as used herein, shall mean all monies paid to or payable to Concessionaire for advertising sales made at or from the Airport, regardless of when or where the order therefore is received, or delivered, whether on a cash basis or credit; provided, however, that:

a. In the event Concessionaire is unable to collect amounts due from advertisers upon which Concessionaire had previously based a Percentage Fee Payment after diligent efforts, such “bad debts” shall be deemed uncollectible and an appropriate adjustment shall be made in Concessionaire’s subsequent statements and Percentage Fee Payments provided that, under no circumstances, shall Concessionaire pay less than the MAG Payment. If any “bad debts” are collected by Concessionaire after adjustment, then an appropriate readjustment shall be made to the revenue statement and Percentage Fee Payment.

b. Quantity purchase and incentive discounts shall be allowed.

6.5 The Airport Fee shall be paid by the twentieth (20th) day of the month following each month in which Concessionaire used the Assigned Areas for display advertising purposes. If any advertisers are past due the Concessionaire shall provide a reporting statement indicating any outstanding debts by
the twentieth (20th) day of the month following each month in which Concessionaire used the Assigned Areas for display advertising purposes.

6.6 Concessionaire shall furnish to the City for each calendar month a statement showing total Gross Revenue for the preceding calendar month. With each monthly statement, the Concessionaire shall remit to the City the Percentage Fee derived through the end of the preceding month.

6.7 Concessionaire shall pay for all telephone and internet service to the Assigned Areas, and electrical connections of signs and displays within the Assigned Areas. The City shall pay for all heating, air conditioning, electrical service and other utility service provided to the Assigned Areas. The City will also be responsible for the providing of, maintenance of, and upkeep of the following: All partitions about the perimeter of the Assigned Areas, all structural walls and supports, all structural roof construction, all structural floor construction and all exterior window walls designed about the perimeter of the Assigned Areas, provided, however, that any repairs which are necessitated by the acts or omissions or Concessionaire, its employees, agents, suppliers or contractors shall be the responsibility of Concessionaire.

6.8 The Concessionaire shall keep full and accurate books and records showing all Gross Revenue, and the City shall have the right, through its representatives, and at all reasonable times, to inspect and audit all such records as may be necessary to verify the reported Gross Revenue, including State of Vermont sales tax return records. The Concessionaire agrees that all such books and records shall be made available at Concessionaire’s office location for at least a two (2) year period following the end of each Agreement year.

6.9 No later than one hundred twenty (120) days after the end of Concessionaire’s fiscal year, Concessionaire shall furnish to the City the written statement of a Certified Public Accountant stating that the Airport Fee paid by the Concessionaire to the City pursuant to this Agreement during each of Concessionaire’s fiscal years is accurate. Such statement shall also state Gross Revenues as shown on the books and records of Concessionaire that were used to compute the Percentage Fee made to the City during the period covered by the statement.
6.10 Without waiving any other right of action available to the City, in the event that Concessionaire is delinquent for a period of fifteen (15) 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 twelve percent (12%) per annum from the date such amount was due and payable until paid. Such interest shall not accrue with respect to disputed amounts being contested in good faith by Concessionaire.

6.11 In the event that any additional Airport Fee shall be determined to be rightly due and owing by any audit of Concessionaire’s books and records as provided in Article 6.8, such amount shall forthwith be paid by the Concessionaire to the City with interest thereon at the rate of twelve percent (12%) per annum from the date such additional Percentage Fee became due; provided, however, that such audit is not contested in good faith by Concessionaire.

ARTICLE VII
OPERATIONAL STANDARDS

7.1 The management, maintenance and operation of the Assigned Areas 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.

7.2 The operations of Concessionaire, its employees, agents, suppliers and contractors shall be conducted in an orderly and proper manner.

7.3 The Concessionaire agrees that its employees and contractors shall be of sufficient number so as to conduct properly the Concessionaire’s operation.
ARTICLE VIII

MAINTENANCE

8.1 City shall not be required to make repairs or improvements of any kind at the Concessionaire’s Assigned Areas except as follows:

a. All partitions about the perimeter of the Assigned Areas, all structural walls and supports, all structural roof construction, all structural floor construction and all exterior window walls designed about the perimeter of the Assigned Areas, provided, however, that any repairs which are necessitated by the acts or omissions or Concessionaire, its employees, agents, suppliers or contractors shall be the responsibility of Concessionaire;

b. General maintenance and upkeep of the City’s interior common use areas and external areas; and

c. The City shall have the right to construct or install over, in, under or through the Assigned Areas new lines, pipes, mains, wires, conduits and equipment; provided, however, that such repair, alteration, replacement or construction shall not unreasonably interfere with Concessionaire’s use of the Assigned Areas. The City will repair at its sole cost, any damage resulting from such activities.

d. If the concessionaire requests improvements to be completed by the City in writing, the City shall respond within (15) days. Nothing contained herein shall obligate the City to make any such requested improvements.

8.2 The Concessionaire agrees to maintain and make necessary general repairs to all of the Assigned Areas and to the improvements, fixtures and equipment therein, including, without limitation, signs, showcases, displays, and telephone boards, or to contract to provide such services. Concessionaire agrees to keep and maintain in good condition the electrical equipment located at or on the Assigned Areas.

8.3 All repairs done by the Concessionaire shall be of first class quality in both materials and workmanship. All repairs shall be made in conformity with the rules and regulations prescribed from
time to time by federal, state or local authority having jurisdiction over the work in the
Concessionaire’s Assigned Areas.

8.4 The Concessionaire shall, in a timely manner, provide for the adequate sanitary handling and
removal of all trash, garbage and other refuse caused as a result of the Concessionaire’s operations, or
shall contract for the providing of such services. 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.

8.5 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, and it will issue and enforce
rules and regulations with respect to all portions of 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 City regulation and shall in no
way hinder or interfere with City operations.

8.6 The delivery to the Airport of any and all materials relating to the advertising concession shall be in
a manner and location established by the City.

ARTICLE IX

COMPLIANCE

9.1 The Concessionaire, its officers, agents, servants, employees, contractors, and licensees shall in the
carrying out of this Agreement comply with all present and future laws, ordinances, orders, directives,
rules and regulations of the United States of America, the State of Vermont, the County of Chittenden,
the City of Burlington and the City of South Burlington, their respective agencies, departments,
authorities or commissions (“Applicable Law”).

9.2 Except as otherwise provided herein, Concessionaire shall pay, or in good faith contest, on or
before their respective due dates, to the appropriate collecting authority, all federal, state and local
taxes and fees which may be levied upon Concessionaire on account of the business being conducted
by Concessionaire in the Assigned Areas. It is the expressed intent of the parties that this Agreement
not be a lease and that this Agreement grant no real property rights to Concessionaire.

Concessionaire’s advertising displays and equipment shall not be viewed as the real property of Concessionaire, except as provided in paragraph 5.15. Concessionaire shall maintain in current status all federal, state, local licenses and permits required for the operations of the business conducted by Concessionaire. Concessionaire, and any contractors or subcontractors it contracts with, shall comply with the City of Burlington’s Livable Wage, Union Deterrence and Outsourcing Ordinances, as applicable and as amended from time to time.

9.3 This Agreement is governed by the laws of Vermont. Any disputes relating to this Agreement must be resolved in accordance with the laws of Vermont.

ARTICLE X

ASSIGNMENTS AND SUBAGREEMENTS

10.1 Concessionaire shall not assign this Agreement or allow same to be assigned by operation of law or otherwise without prior written consent of City, which consent shall not unreasonably be withheld.

ARTICLE XI.

INDEMNIFICATION AND INSURANCE

11.1 Concessionaire covenants and agrees to fully indemnify, defend and hold the City and the elected officials, employees, officers, directors, volunteers and representatives of the City, 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 City directly or indirectly arising out of, resulting from or related to Concessionaire’s activities under this Agreement, including any acts or omissions of Concessionaire, any agent, officer, director, representative, employee, consultant or subcontractor of Concessionaire, 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 the City, or its officers or employees thereof, in instances
where such negligence causes personal injury, death, or property damage. In the event Concessionaire and the City 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 City under Vermont law and without waiving any defenses of the parties under Vermont law.

11.2 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. Concessionaire shall advise the City in writing within 24 hours of any claim or demand against the City or Concessionaire known to Concessionaire related to or arising out of Concessionaire's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Concessionaire's cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving Concessionaire of any of its obligations under this paragraph.

11.3 Concessionaire shall obtain all insurance required from an insurance company or companies licensed to do business in the State of Vermont. The insurance company must be acceptable to the City. Approval may be denied a company based on its Best rating or other indication of financial inadequacy.

11.4 Concessionaire shall provide to the City such evidence of compliance with City's insurance requirements as the City may from time to time request. At a minimum Concessionaire shall provide, at the commencement of the Term and annually thereafter, certificates of insurance. All such certificates shall be completed to show compliance with Concessionaire’s obligation hereunder. The City may also require copies of the declaration page, insurance policy, and endorsements thereto.

11.5 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 City 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 City. The City shall have no duty to perform under this Contract until such certificate and endorsements have been
received and approved by the City.

11.6 The City reserves the right to review the insurance requirements of this contract during the effective period of this contract and to modify insurance coverages and their limits when deemed necessary and based upon changes in statutory law, court decisions, or circumstances surrounding this contract. In no instance will the City allow modification the City may incur increased risk.

11.7 A Concessionaire’s financial integrity is of interest to the City; therefore, subject to Concessionaire’s right to maintain reasonable deductibles in such amounts as are approved by the City, Concessionaire shall obtain and maintain in full force and effect for the duration of this contract 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:

<table>
<thead>
<tr>
<th>TYPE</th>
<th>COVERAGE AMOUNTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Worker’s Compensation</td>
<td></td>
</tr>
<tr>
<td>Comprehensive General (Public) Liability</td>
<td>$1,000,000 Statutory</td>
</tr>
<tr>
<td>– to include but not limited to the following:</td>
<td></td>
</tr>
<tr>
<td>▪ Premises/Operation</td>
<td></td>
</tr>
<tr>
<td>▪ Independent Contractors</td>
<td></td>
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<tr>
<td>▪ Personal Injury</td>
<td></td>
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<tr>
<td>▪ Products/Completed Operations</td>
<td></td>
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<tr>
<td>▪ Contractual Liability</td>
<td></td>
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<tr>
<td>Comprehensive Automobile Liability</td>
<td>–to $5,000,000</td>
</tr>
<tr>
<td>include coverage for:</td>
<td></td>
</tr>
<tr>
<td>▪ Owned/Leased Automobiles</td>
<td></td>
</tr>
<tr>
<td>▪ Non-owned Automobiles</td>
<td></td>
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<tr>
<td>▪ Hired Automobiles</td>
<td></td>
</tr>
<tr>
<td>Property Insurance – for physical damage</td>
<td></td>
</tr>
<tr>
<td>to property, including Improvements and betterments to the leased property.</td>
<td></td>
</tr>
</tbody>
</table>

11.8 The City 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 City, 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). Concessionaire shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to the City 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

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

a. Provide forty-five (45) 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 fifteen (15) calendar days advance written notice for nonpayment of premium.

b. Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Concessionaire shall provide a replacement Certificate of Insurance and applicable endorsements to the City. The City shall have the option to suspend Concessionaire'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.

c. In addition to any other remedies the City may have upon Concessionaire's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Concessionaire to stop work hereunder. Notwithstanding any demands by the City to stop work under this contract, the City is still entitled to payments as provided for in Article 6.
11.10 Nothing herein contained shall be construed as limiting in any way the extent to which Concessionaire may be held responsible for payments of damages to persons or property resulting from Concessionaire’s or its subcontractors' performance of the work covered under this agreement.

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

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

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

ARTICLE XII
TERMINATION BY CITY

12.1 In addition to all other remedies available to the City, this Agreement shall be subject to termination by City, at its election, should any one or more of the following events occur ("Concessionaire Default"):  
a. If 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 and 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;

b. If the concession rights hereby created shall be taken by execution or by other process of law;

c. The taking by a court of competent jurisdiction of Concessionaire’s assets pursuant to proceedings under the provisions of any federal or state reorganization code or act, insofar
as the enumerated remedies for license default are provided for or permitted in such code or act;

d. If any court of competent jurisdiction shall enter a final order with respect to Concessionaire, providing for modification or alteration of the rights of creditors;

e. If Concessionaire shall continually after notice fail to abide by any material Applicable Law;

f. If Concessionaire shall fail to make productive use of the Assigned Areas; or

g. If Concessionaire shall abandon all or any part of the Assigned Areas or shall discontinue the conduct of its operation in all or any part of the Assigned Areas.

12.2 In the event Concessionaire shall fail to cure a Concessionaire Default within the time herein specified, the City shall have the right, at its election, to terminate this Agreement by giving at least ten (10) days written notice to Concessionaire.

12.3 If City shall terminate this Agreement by reason of a condition of Concessionaire Default, Concessionaire shall forthwith remove its non-permanent improvements, fixtures, displays and equipment from the Assigned Areas at its own expense.

ARTICLE XIII
TERMINATION BY CONCESSIONAIRE

13.1 In addition to all other remedies available to the Concessionaire, this Agreement shall be subject to termination by the Concessionaire, at its election, should any one or more of the following events occur ("City Default"): a. The abandonment of the Airport for longer than sixty (60) days;

b. The issuance of an order or injunction by any court of competent jurisdiction preventing or restraining the use of the Airport in such a manner as to substantially restrict the Concessionaire from conducting its operation of the Airport display advertising concession where such order or injunction was not cause by any act or omission of the Concessionaire; provided that such order or injunction remain in force of such injunction for at least sixty (60) days;
c. The breach by the City of any of the material terms, covenants, or conditions or 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 receipt of written notice from the Concessionaire of the existence of such breach;

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 display advertising concession if such restriction be continued for a period of sixty (60) days or more;

e. The destruction of such a significant portion of the Airport terminal building(s) due to fire, earthquake or any other causes not the fault of Concessionaire so as to make continuation of the advertising concession commercially unreasonable.

13.2 In the event any condition of City Default shall occur, Concessionaire shall, then, or at any time thereafter while such breach or event is continuing, have the right, at its election, to terminate this Agreement by giving at least ten (10) days written notice to City. Concessionaire shall upon the passing of the ten (10) days quit and surrender the Assigned Areas and all permanent improvements, as described in Article 5.15, to the City.

ARTICLE XIV

SECURITY

14.1 Concessionaire agrees to observe all security requirements of Federal Aviation Regulations Part 107, and the City’s security rules and regulations, as the same may be from time to time amended. Concessionaire shall take such steps as may be necessary or directed by the City to ensure that its employees, agents and contractors observe these requirements.

ARTICLE XV

FIRE AND OTHER DAMAGE

15.1 In the event that structural or permanent portions of the Assigned Areas shall be partially damaged by fire or other casualty not the fault of Concessionaire, the Concessionaire shall give
immediate notice after discovery thereof to the City and the same shall be repaired at the expense of the City without unreasonable delay unless City determines that the damage is so extensive that repair or rebuilding is not feasible. From the date of such casualty until such area is so repaired (including if such area is not repaired), Percentage Fee payments hereunder shall abate in amounts proportional to the loss of available advertising space; provided, however, that if an area shall be so slightly injured in any such casualty as not to be rendered unfit for normal usage, the fees related thereto shall not cease or be abated during any repair period. 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 or Concessionaire, and upon thirty (30) days written notice to the other, this Agreement as it applies to said area shall case and come to an end, and the fees payable to the City shall be proportionally adjusted to represent the loss of the use of the area to Concessionaire. 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.

ARTICLE XVI

AMENDMENT

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

ARTICLE XVII

APPROVALS BY

17.1 Whenever this Agreement calls for approval by the City, such approval shall be evidenced by the written approval of the Board of Airport Commissioners or its delegate, the Director of Aviation.

ARTICLE XVIII

ENVIRONMENTAL PROTECTION

18.1 Concessionaire agrees to comply in the performance of this Agreement with all applicable environmental laws, statutes, ordinances, regulations and orders, including all rules and regulations
adopted by City relating to protection of the environment.

ARTICLE XIX

GENERAL PROVISIONS

19.1 Federal Aviation Act, Section 308 – Nothing contained herein shall be deemed to grant the Concessionaire any exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act. Without derogation to the Act and subject to the terms and provisions hereof, the Concessionaire shall have the sole right to use the Assigned Areas for advertising hereof, the Concessionaire shall have the sole right to use the Assigned Areas for advertising purposes under the provisions of this Agreement.

19.2 Concessionaire, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds or race, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the advertising facilities; (2) that in the construction of any improvements and the furnishings of services no person on the grounds of race, color, national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that Concessionaire shall use the advertising facilities 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. In the event of breach of any of the above non-discrimination covenants, the City shall have the right to terminate this Agreement.

19.3 Subordination to Agreements With the United States Government – This Agreement is subject and subordinate to the provisions of any agreement heretofore or hereafter made between the City and the United States Government relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to the City for City purposes, or the expenditure of federal funds for the improvement or development of the
City, 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. The City
covenants that it has no existing agreements with the United States Government in conflict with the
express provisions hereof.

19.4 Nonwaiver 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.

19.5 Notices – All notices, requests and other communications under this Agreement shall be
effectively given only if in writing and sent by United States registered or certified mail, return receipt
requested, postage prepaid, or by nationally recognized and receipted overnight courier (e.g., Federal
Express, DHL, or Airborne Express) guaranteeing next business day delivery, addressed as follows:

If to the City:
Director of Aviation
Burlington International Airport
1200 Airport Drive, Box #1
South Burlington, VT 05403

If to Concessionaire:

or to such other addresses of which City or Concessionaire shall have provided notice as herein
provided.

19.6 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.

19.7 Severability – If one or more clauses, sections, or provisions of this Agreement shall be held to be
unlawful, invalid, or unenforceable, the parties hereto agree that the remaining portions of this Agreement or portions thereof shall remain in full force and effect.

19.8 Right to Develop Airport – The City reserves the right to engage in further major development improvement to the Airport as it may see fit, regardless of the desires or view of the Concessionaire and without interference of hindrance, subject to the terms and conditions contained herein.

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

19.10 Incorporation of Attachment A – The parties incorporate herein The City of Burlington Contract Provisions, as may periodically may be amended upon sufficient notice, attached hereto as Attachment A.

19.10 Nonliability of Officers and Employees – No member, director or officer of any City board or commission or its sponsoring authority, nor any officer, director, employee, elected or appointed official of the City or its sponsoring authority, and no officer, director, employee or agent of Concessionaire, shall be charged personally or held personally contractually liable by or to the other due to any breach of this Agreement or relating to the execution of this Agreement.

19.11 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.

19.12 Right to Amend – In the event that the Federal Aviation Administration or its successors requires 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.

19.13 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 reasons of strikes, boycotts, labor disputes, embargoes, shortages of material, acts 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.

19.14 Right of Relocation – The City reserves the general right to relocate portions of the Assigned Area. Notice of such relocation demands shall be provided to Concessionaire in writing from the City no less than sixty (60) days prior to such relocation requirement. The actual cost of City ordered relocations shall be borne by the City.

ARTICLE XX

DISADVANTAGED BUSINESS ENTERPRISE AND NONDISCRIMINATION

20.1 Concessionaire agrees to submit all information necessary for the City to determine the eligibility of an individual or firm for certification as a Disadvantaged Business Enterprise, or a regional or local suboperator. Concessionaire agrees that it will comply with the City’s Disadvantaged Business Enterprise Program, which Program shall be in accordance with the goals and objectives of the City’s Program.

20.2 Nondiscrimination – The Concessionaire assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered by 14 CFR Part 152, Subpart E.

ARTICLE XXI

ENTIRE AGREEMENT

21.1 The parties hereto understand and agree that this instrument contains the entire agreement between the parties hereto. The parties hereto further understand and agree that the other party and its agents have made no representations or promises with respect to the Agreement of the making or entry into this Agreement, except as in this Agreement expressly set forth. No claim or liability or cause for termination shall be asserted by either party against the other and such party shall not be liable by reason of the making of any representations or promises not expressly stated in this Agreement, any other written or oral agreement with the other being expressly waived.

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

21.3 The parties hereto acknowledge that they have thoroughly read this Agreement, including any exhibits or attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representative as of the date and year first above written.

CITY:
CITY OF BURLINGTON

Attest: ___________________________ By: ___________________________

Mayor

CONCESSIONAIRE:

Attest: ___________________________ By: ___________________________

[TITLE]
ATTACHMENT A: RESPONDENT QUESTIONNAIRE

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 Agreement, 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 #f for each Co-Respondent by copying and inserting an additional block(s) before Item #2.)

Respondent Name: ________________________________________________________________

(NOTE: Give exact legal name as it appears on 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 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

( ) Corporation

( ) 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 50% or more of the corporation's issued stock.

DIRECTOR'S NAME AND ADDRESS

1. ___________________________ ___________________________

2. ___________________________ ___________________________

3. ___________________________ ___________________________

4. ___________________________ ___________________________
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<tr>
<th>OFFICERS NAMES</th>
<th>POSITION</th>
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<th>PRINCIPAL SHAREHOLDER’S NAME</th>
<th>PERCENTAGE OWNERSHIP</th>
<th>BUSINESS AFFILIATION Other than Proposer</th>
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CONTACT INFORMATION

1) 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 ______

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

Yes ______ No ______ If “Yes”, list authorizations/licenses.
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

3) Where is the Respondent’s corporate headquarters located?

____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

4) 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. ______
5) **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.

__________________________________________________________________________

__________________________________________________________________________

6) **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.

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

7) **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.

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

8) **Provide any other names under which Respondent has operated within the last 10 years.**
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: _______________________
Telephone No. ____________________ Fax
No: ____________________________
Email:________________________________________
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:
   1. Name and location/address for each;
   2. Terminal advertising concepts offered;
   3. Average annual sales volume; and
   4. Length of time and reason(s) for leaving or closing business.
   5. 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 ventures 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 advertising, including the following:
a. Terminal advertising concepts and theme; and
b. Visual presentation.

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. Operating expenses;
   c. Net income and cash flow;
   d. Effect of proposed compensation to the Burlington International Airport on net income and cash flow; and
   e. 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. Include with response, Respondent's source of funds (cash, bank loan, etc.) for said improvements, if necessary. 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 non-ACDBE 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.
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.

<table>
<thead>
<tr>
<th>Name &amp; Address of Company</th>
<th>Scope of Work/Supplies to be Performed/Provided by Firm</th>
<th>Estimated $ Value Sub-Contract or Level of Participation</th>
<th>If Firm is ACDBE Certified, Provide Certification Number</th>
<th>Date Written Notice Was Sent and Method</th>
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(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:

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<tr>
<th>Name &amp; Address of Company</th>
<th>Scope of Work/Supplies to be Performed/Provided by Firm</th>
<th>Estimated Contract Amount or &quot;A, Level of Participation</th>
<th>If Firm is ACDBE Certified, Provide Certification Number</th>
<th>Date Written Notice Was Sent and Method (Letter, Fax,</th>
<th>Reason Agreement Was Not Reached</th>
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(Use additional sheets as needed)
ATTACHMENT C: COMPENSATION SCHEDULE

Proposed Minimum Annual Guarantee (MAG): Indicate the Minimum Annual Guarantee Rent ("MAG") you propose to pay the Burlington International Airport during the term of the contract. Note: Proposed MAG shall be paid to the Burlington International Airport in equal monthly installments during the term unless exceeded by agreed upon percentage of gross revenues payment as described below ("Percentage Division").

Minimum Annual Guarantee (MAG) to Burlington International Airport

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<td>Year 5</td>
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Proposed Percentage Division: Indicate the Percentage Division you propose to pay the Burlington International Airport during the term of the contract of the Contract Term if such Percentage Division exceeds MAG.

Percentage Division to Burlington International Airport

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<th>Year</th>
<th>Percentage Division</th>
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<td>Year 5</td>
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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______________.
Addendum No.________________, dated______________.

Company ________________________________

Authorized Signature ________________________________

Print Name ________________________________
ATTACHMENT F: ORDINANCE CERTIFICATIONS

Certification of Compliance with the City of Burlington’s Livable Wage Ordinance

(TO BE SUBMITTED WITH BID)

I, __________________ , on behalf of ________________(“the Contractor”) in connection with a contract for _______________ services that we provide to the City, hereby certify under oath that the Contractor (and any subcontractors under this contract) is and will remain in compliance with the City of Burlington’s Livable Wage Ordinance, B.C.O. 21-80 et seq., and that

(1) as a condition of entering into this contract or grant, we confirm that all covered employees as defined by Burlington’s Livable Wage Ordinance (including the covered employees of subcontractors) shall be paid a livable wage (as determined, or adjusted, annually by the City of Burlington’s chief administrative officer) and provided appropriate time off for the term of the contract;

(2) a notice regarding the applicability of the Livable Wage Ordinance shall be posted in the workplace(s) or other location(s) where covered employees work;

(3) we will provide verification of an employee’s compensation, produce payroll or health insurance enrollment records or provide other relevant documentation (including that of any subcontractor), as deemed necessary by the chief administrative officer, within ten (10) business days from receipt of a request by the City;

(4) we will cooperate in any investigation conducted by the City of Burlington’s City Attorney’s office pursuant to this ordinance; and

(5) we will not retaliate (nor allow any subcontractor to retaliate) against an employee or other person because an employee has exercised rights or the person has cooperated in an investigation conducted pursuant to this ordinance.

Date____________________________ By:___________________________________________________________
Contractor

Subscribed and sworn to before me:
Date ___________________________ ___________________________________________________________
Notary

________________________
Certification of Compliance with the City of Burlington’s Outsourcing Ordinance

(TO BE SUBMITTED WITH BID)

I, __________________________________, on behalf of ___________________________

(Contractor) and in connection with the ____________________________ [project], hereby

certify under oath that (1) Contractor shall comply with the City of Burlington’s Outsourcing

Ordinance (Ordinance §§ 21-90 – 21-93); (2) as a condition of entering into this contract or

grant, Contractor confirms that the services provided under the above-referenced contract

will be performed in the United States or Canada.

Dated at ________________________, Vermont this ___ day of ______________, 20___.

By:_______________________________________________

Duly Authorized Agent

Subscribed and sworn to before me: ________________________________

Notary
Certification of Compliance with the City of Burlington’s Union Deterrence Ordinance

(TO BE SUBMITTED WITH BID)

I, __________________________, on behalf of _____________________________ (Contractor) and in connection with ____________________________ (City contract/project/grant), hereby certify under oath that ____________________________ (Contractor) has not advised the conduct of any illegal activity, and it does not currently, nor will it over the life of the contract advertise or provide union deterrence services in violation of the City’s union deterrence ordinance.

Dated at _____________________, Vermont this ____ day of __________________, 20____.

By:_______________________________________________
Duly Authorized Agent

Subscribed and sworn to before me: ________________________________
Notary
ATTACHMENT G: 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
- Attachment C Compensation Schedule
- Attachment D Signature Page
- Attachment E Acknowledgement of Addenda
- Attachment F Ordinance Certifications