REQUEST FOR PROPOSALS FOR AIRPORT FOOD & BEVERAGE, VENDING AND RETAIL CONCESSION

Springfield Airport Authority Abraham Lincoln Capital Airport (SPI) 1200 Capital Airport Drive Springfield, Illinois 62707

Issued: August 29, 2022 Due: September 13, 2022

REQUEST FOR PROPOSAL FOR AIRPORT FOOD & BEVERAGE, VENDING AND RETAIL CONCESSION

INVITATION:

Springfield (IL) Airport Authority (hereinafter the "Authority") invites interested, experienced, and qualified food, vending and retail concession operators (hereinafter referred to as the "Respondents") to submit proposals to be considered for the award of a non-exclusive airport food & beverage, vending and retail concession provider at Abraham Lincoln Capital Airport. An optional Pre-Proposal Meeting will be held at the Airport Administration Conference Room located on the second floor of the Terminal Building at Abraham Lincoln Capital Airport on Tuesday, September 6, 2022, at 10:00 a.m.

Sealed proposals for the operation of the airport food & beverage, vending and retail concession will be received by the Springfield Airport Authority, 1200 Capital Airport Drive, Springfield, IL 62707 until 10:00 a.m. on Tuesday, September 13, 2022.

The Authority reserves the right to reject any or all proposals, portions or parts thereof, and to waive all minor irregularities in the proposals.

In accordance with Regulations of the U.S. Department of Transportation, 49 CFR Part 23, Subpart F, the Authority has implemented an airport disadvantaged business enterprise (ACDBE) concession plan under which qualified firms may have the opportunity to operate an airport business. The Proposer shall take all necessary and reasonable steps to achieve participation in the ACDBE concession plan.

One original, eight (8) copies and one electronic copy (pdf format on flash drive) in accordance with the Proposal Requirements and Format must be submitted in a sealed envelope bearing on the outside, the date advertised for the opening of the proposals and the words, "Food & Beverage, Retail and Vending Services for Springfield Airport Authority – Proposal – DO NOT OPEN".

For additional information contact: Kenneth R. Boyle, Deputy Executive Director (217) 788-1060 ext. 2213 or kboyle@flyspi.com

BACKGROUND AND SCOPE:

The Authority seeks a qualified Respondent with demonstrated experience in the development and operation of food & beverage, vending and retail concessions at airports or other transportation centers, shopping centers, hospitals, convention centers, and malls.

The Authority expects the selected Respondent to meet or exceed the following goals throughout the term of a food and retail concession agreement:

Offer a variety of food and beverage options with a level of service that meets the needs of the airport's customers, providing quality, value for money, and menu choices that vary with changing trends and customer wants and needs as generally known and understood in this business sector to satisfy the traveling public; and,

Provide restaurant and store designs that are attractive to the customers, enhance the terminal experience, and reflect the history and culture of the greater Springfield and Sangamon County Illinois area; and,

Provide exceptional service to the airport's customers, tenants and employees; and,

Offer competitive pricing; and,

Provide a broad range of high-quality offerings that cater to the specific needs of the Airport's customers, including a mix of local and national branded products; and,

Provide optimal operating hours that are targeted to passenger traffic schedules; and,

Provide a capital investment for a build-out of necessary improvements to allow for on-site preparation of food and beverages while creating an open, welcoming, and relaxing space; and,

Provide technology or other innovative service concepts to expand offerings and convenience; and,

Provide quality vending options to supplement staffed concession service offerings; and,

Provide employee training that includes knowledge of the airport including other services available at the airport and surrounding area as each concession employee is an ambassador for the airport and the community.

The selected Respondent will be required to provide the necessary facility build-outs, including materials, supplies, labor, to ensure all the concessions are designed and finished in a manner that complies with all applicable building regulations and standards.

The airport's commercial service currently includes three airlines: Allegiant, American Airlines and United Airlines. The table below provides passenger enplanement, deplanement and total passenger activity for the past five and a half years.

Year	Enplaned	Deplaned	Total
2022			
(Jan-Jul)	46,578	47,271	93,849
2021	60,535	61,086	121,621
2020	35,580	35,772	71,352
2019	77,845	77,919	155,764
2018	79,344	79,062	158,406
2017	94,206	93,771	187,977

EXISTING FOOD & BEVERAGE, RETAIL AND VENDING OPERATION:

The airport currently has one operator providing food and vending concession services. The main food concession location is outside of the secure boarding lounge (pre-security) and occupies approximately 1036 square feet of concessionaire use and 581 square feet of common use. There are vending machines located in the secure lounge, in the terminal before the security passenger checkpoint and in the bag claim area. The selected Respondent will assume responsibility for all vending operations as part of a comprehensive concession agreement. Some vending machines are owned by the Authority and will be made available to the operator and some are owned by a third party where the operator will be required to initiate a separate arrangement for their use. The Authority operates a small gift shop with a few basic offerings, souvenirs and sells beer and wine. The Authority intends to terminate this line of business once a new concessionaire is selected. There is space past the security checkpoint, inside of the secure lounge for a concessionaire to buildout a space for a self-contained food and beverage service location to serve passengers in the boarding gate areas.

Attachment A show pictures and layouts of the existing and available concession layout areas before the passenger security screening checkpoint.

Attachment B show areas where a new post-security food and retail service area could be located.

Attachment C show the locations of existing vending service areas in baggage claim, and in pre and post security locations. Ownership of each machine is also noted.

PROCESS, OBJECTIVITY AND CLARIFICATIONS:

Proposers, including any subsidiaries or Affiliates, are limited to the submission of one Proposal under this RFP. The Authority reserves the right to modify, amend, or

withdraw RFP documents at any time prior to the date and time specified for receipt of Proposals.

Requests for interpretation, clarification or correction of RFP documents should be made in writing to Kenneth R. Boyle, Deputy Executive Director at kboyle@flyspi.com Questions, clarifications or issues that necessitate changes to the RFP or the documents distributed with the RFP will be the subject of a written addendum distributed to all potential and known interested parties attending the Pre-Proposal Conference.

CAPITAL INVESTMENT AND DEVELOPMENT:

The selected Respondent shall present any plans for an updated concession layout to accommodate the goals and objectives of the Authority as discussed in the Background and Scope section above. It is anticipated that the selected Proposer shall provide a detailed capital investment plan needed to modify and modernize the existing space and expanded space in the secure gate area.

Respondent shall understand the existing conditions with which they must work, the utilities to be provided and their points of connection within the terminal building, and any other building issues that could affect the build-out of concession space. The Authority shall have no obligation to agree to any adjustments to financial terms or build-out requirements after a lease and concession agreement is executed. Failure by any Respondent to not fully understand the circumstances surrounding facility development and the capital investment required shall not constitute grounds for changing any of the terms of the Lease and Concession Agreement.

The successful Respondent shall have the ability to present any designs and construction plans within 60 days of the signing of a contract with the Airport, unless otherwise agreed.

The annual minimum amount of refurbishment and replacement beginning with year two shall be at least one-half of one percent (0.5%) of the prior year's gross revenue. Annual refurbishment and replacement shall include at least repair and replacement related to ordinary wear and tear of facilities and equipment.

Respondent shall assume all costs and expenses necessary to maintain the concession locations in an attractive and inviting condition.

Prior to construction or modification, the selected Respondent must comply with all plan submittal requirements and obtain the Authority's approval of facility designs and finish materials for all improvements and modifications. The selected Respondent shall comply with all applicable accessibility requirements in the American with Disabilities Act and in all other federal, state, and local governmental laws and regulations.

SPECIAL CONDITIONS:

It is important for the Respondent to understand that the airport operating environment presents to the operator a set of unique challenges that do not exist in a typical restaurant or shopping center setting. Listed below are some of the key factors that affect concession operations at an airport:

Customers have a limited amount of time to spend dining in the restaurant and therefore must be served quickly. This constraint must be taken into consideration when determining staffing levels and when menus are developed.

Airport customers are primarily airline passengers traveling with carry-on luggage and in some cases wheelchairs and strollers. Any facility changes must be designed to accommodate passengers and their luggage.

Airport concessions must be open 365 days per year, without exception, with extended operating hours. Concessions must provide a minimum level of staffing, but also ensure that staffing levels reflect the peaks and fluctuations in daily passenger traffic.

Flight delays happen throughout the year. The operations plan must be flexible for extended hours to accommodate customers during times of irregular operations.

Deliveries must be made in accordance with Authority directives, policies, procedures and meet TSA requirements.

The terminal building is a non-smoking facility.

Airline gate assignments and passenger activity and distribution are subject to change due to a variety of reasons outside of the Airport's control, including but not limited to airline relocations, airline strikes, public heath emergencies, airport construction and reconfiguration, changes in airline traffic, airport security requirements, and other economic factors impacting airline travel patterns.

CUSTOMER SERVICES:

Providing quality and timely customer service is a top priority. The Respondent must accept at least three major credit/debit cards (one of which must be Visa or MasterCard) and cash for any purchase. Furthermore, as payment options evolve, the selected Proposer is encouraged to accept other pay options available across different technology platforms. In addition, the selected Proposer must accept airline vouchers for food purchases.

Customers shall have the option of requesting "to-go" packaging for all food & beverage items sold in the restaurant at the airport, with certain exceptions for beer, wine and liquor. Special consideration should be given to having prepared meals to

go and packaging take-away items so that they can easily be carried, unpacked, and consumed on an airplane, including all utensils and condiments that may be required. Customers shall be offered a handled bag for "to-go" purchases.

SECURITY:

Respondent shall comply with all Authority and airport related security regulations as prescribed by 49 CFR Part 1542, and agree to employ such measures as are necessary to prevent or deter the unauthorized access of persons or vehicles into the secure area of the airport. The selected Proposer shall comply with Transportation Security Regulation Part 1542 and Authority security policies as presently outlined in the Airport Security Plan, as such Plan may be amended from time-to-time. The selected Proposer shall pay any forfeitures or fines levied upon it, or the Airport through enforcement of Part 1542, or any other applicable federal, state, or local regulation, due to acts or omissions of the Respondent, its employees, agents, suppliers, invitees, or guests and for any attorney fees or related costs paid by the Authority because of any such violation. The selected Proposer will be obligated to comply with all current and future airport and FAA rules and regulations and policies and procedures in place for the airport. Respondent will be responsible for obtaining all necessary Airport ID badges during the term of the Lease and Concession Agreement. All costs for complying with security regulations shall be the sole responsibility of the Respondent. Any fines imposed by the Authority because of the Respondent's actions or non-compliance with rules, regulations, policies, or laws shall immediately be paid the Authority by Respondent. The cost of obtaining an Airport ID badge shall be the sole responsibility of the applicant. The Airport shall have complete control over granting, denying, withholding, or terminating security clearance for selected Proposer's employees. Clearance is required for all employees upon being hired or assigned to the airport. Respondent shall not permit any employee to begin work until the Authority clears the employee through the mandated criminal history background check as well as all other background checks and issued the necessary documents, ID badges and credentials in order to enter sterile area.

HOURS OF OPERATION:

The Airport terminal is generally open between 4:30 a.m. to 12:00 a.m. (midnight). It is expected the Respondent will be open and ready to serve customers when the security screening checkpoint opens and through the last scheduled departure with the flexibility to serve the non-routine charter flights and delayed flights. As of the latest published schedule, the first scheduled flight of the morning departs at 6:51 am and the last published departure is at 3:30pm (As of the date of this RFP).

CONCESSION CONTRACT GENERAL TERMS:

The selected Respondent will be granted a letter of intent to execute a concession lease agreement which is expected to occur in fall 2022. Below are some of the general terms of the agreement.

Term of no less than 5 years

The Airport is seeking an initial agreement to be executed in October 2022 and continue for at least five years from the commencement date. Term extensions of two to three year terms may be granted with mutually agreed upon terms.

Agreement execution date and initial commencement date may differ slightly.

Respondents shall maintain the qualification(s), insurance coverage and any other assurances required herein, for each agreement term.

Monthly Rent

Monthly rent is the greater of one twelfth (1/12) of the Minimum Annual Guarantee or the established Percentage Rent.

Percentage Rent

Respondent shall propose Percentage Rents as a percent of gross receipts by location and service category, as necessary. For this opportunity, Proposers should offer a minimum percentage rent no lower than 3% for food & beverage service, 10% for beer/wine/liquor, retail and vending. Respondents are encouraged to propose percentage rents that increase with sales volume. Proposers shall be prepared to submit supporting information from an existing facility verifying that the proposed Percentage Rent can be supported while maintaining reasonable profitability and acceptable service and quality levels upon request during the evaluation process. Proposed percentage rents shall be completed on the form included as Appendix A – Proposer's Rental Proposal Form.

Minimum Annual Guarantee

The Minimum Annual Guarantee for calendar year 2023 thru June 30, 2024 is the pro-rated amount of \$12,600. Subsequent years beginning on July 1st, it will be the greater of previous year's (July 1st – June 30th) MAG plus 3% or 5% of the previous calendar year's gross revenues.

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE):

In accordance with the U.S. Department of Transportation, 49 CFR Part 23, it is the practice of the Authority that airport concession disadvantaged business enterprises (ACDBE) shall have the maximum opportunity to participate in any activity, service, or facility at the airport being offered under agreement, lease, or contract by Authority. Respondent shall agree to make good faith efforts to ensure that business concerns owned and controlled by socially and economically disadvantaged individuals as defined in 49 CFR Part 23, have the maximum opportunity to participate in any

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activity, service or facility at the Airport under agreement, lease, contract with or franchise from the Authority. The current ACDBE goal is at least 1% (as may be adjusted from time-to-time) of the activity, service or facility provided by a concessionaire during the entire term of its agreement by means of a joint venture, partnership, franchise, or any other legal arrangement that results in bona fide ownership and control of the activity, service, or facility.

If Respondent is unable to achieve the goal under joint venture, partnership, franchise or similar legal arrangement, they shall make all reasonable attempt to obtain the required ACDBE participation by other means, such as the purchase of goods, services, supplies and/or products from certified ACDBE vendors. If the Respondent qualifies as a certified ACDBE, the agreement goal shall be deemed to have been met.

Each year, no later than February 1, the concession operator shall provide the Airport with the following information: name and address of each certified ACDBE with which it has done business during the past year, a description of the nature of the services performed by and/or items purchased from each firm named, and the dollar value of each transaction. If an Operator fails to achieve the goal, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to do so.

PROPOSAL SUBMISSION, REQUIREMENTS AND FORMAT:

Proposal shall be submitted by September 13, 2022 by 10:00 A.M. Local Time and be read aloud at that time. Submissions must contain, at a minimum, the following sections in the format described below.

Table of Contents

List the title of each section and title of any additional information included in the Proposal.

Proposed Concessionaire Minimum Qualification Information

Name of contact person(s) for correspondence and notification purposes.

Legal name/names of principal officer and the authorized representative to work with the Authority.

Respondents must provide evidence that they are fully competent and that they have a minimum of five (5) years prior experience in the marketing, development, operating, and management of food & beverage, retail and vending service concession operations at airports, other transportation facilities, shopping centers, hospitals, convention centers, or metropolitan or suburban areas within the prior seven (7) years. They must provide evidence they possess the necessary experience and capacity to fulfill the requirements of a lease and concession agreement in an airport environment. Respondents shall submit the required historical financial information for the proposing entity and any joint venture or affiliate entities and specifically indicate which entity will be financially responsible for the Lease and Concession Agreement

if the Respondent is selected.

Summary of qualifications, listing of existing airport food and beverage concessions operations and non-airport food and beverage operations (whether leased or owned) in operation over the last five (5) years with contact information for landlords/lessors where applicable.

<u>Authorization to do Business in Illinois and Management, Organization, and Business</u> Information

Evidence of authorization and certificate of good standing issued by the Secretary of State of Illinois indicating proposer is authorized to conduct business within the State of Illinois whether an Illinois or non-Illinois corporation, joint venture, limited partnership or sole proprietorship. Certificate should be dated within six (6) months of proposal submission date.

Respondent to provide proposed resident manager's resume of experience. If the resident manager has not been identified at the time of proposal submission, provide summary of qualifications and experience required.

Provide a list of comparable projects managed by proposed resident manager, if known at time of proposal submission.

Provide a detailed description of the management structure and operating program (including staffing plan) to be used in the operation of this concession. Describe the relationship of the local operating staff in Springfield to the corporate structure if part of a larger corporation. Proposer may use charts, pictures, and diagrams as necessary.

Describe your company's customer service philosophy.

Financial Statements

Proposer must demonstrate financial responsibility. Proposers shall submit the following information as appropriate to their submittal.

Partnerships/Individuals: Balance sheet and income statements for the last two (2) fiscal years prepared in accordance with generally accepted accounting principles (GAAP), reflecting the current financial condition of the partners or individuals submitting the Proposal, also including an interim balance sheet and income statement of any significant financial events occurring subsequent to the closing date of the most recent financial statements. The two (2) most recent completed IRS tax returns.

Public Corporations: Previous two year's annual report for the proposing entity, including the consolidated financial statement as submitted to the Securities and Exchange Commission on Form 10K for proposers last two fiscal years.

Private Corporations: Previous two year's CPA-prepared and reviewed financial statements. In addition, Proposer shall provide the following information:

A statement declaring whether Proposer has ever declared bankruptcy, filed a petition in any bankruptcy court, filed for protection from creditors in bankruptcy court, or had involuntary proceedings filed in bankruptcy court and the status of each occurrence.

Names, addresses, and telephone numbers of at least three (3) business references, including at least one (1) banking reference (in addition to reference information requested in Tab 14).

The Airport reserves the right to request additional financial information from any Proposer. If a Proposer submits financial statements for a parent company and is thereafter awarded the Lease and Concession Agreement, the parent company shall be required to also execute the Lease and Concession Agreement such that it is bound jointly with the Proposer/subsidiary to the obligations of the Concession Lease Agreement. A parent company shall submit an acknowledgement of this obligation in the Proposal in the form of a resolution of the governing body of the parent company authorizing the obligations of the Lease and Concession Agreement to be awarded.

Proposer must demonstrate a net worth sufficient to sustain the business operations that are required to be performed and maintained.

Any existing debt or previous default on an agreement with the Authority may be cause for immediate rejection of the proposal. Any failure to fulfill the previous provisions of any previous agreement with the Authority may be cause for rejection of the proposal. Indicate if the Proposer or any principals have ever had a bond canceled or filed for bankruptcy. If so, provide a separate statement indicating the conditions and resolution of this matter.

Proposed Improvements to Food & Beverage, Retail, Vending Concession Space

Provide a conceptual plan and a rendering detailing plans to further develop the food & beverage, retail and vending concession space. Provide a detailed description of the conceptual plan and marketing strategy. The conceptual plan shall include, at a minimum, the following:

The proposed layout of the concession space.

Front elevation of the proposed conceptual plan of the pre and post concession areas.

Architectural style, general design, color scheme, signage and themes.

Proposed facility design including type of construction, compliance with

Federal Aviation Administration or Transportation Security Administration design limitations, general appropriateness to the Springfield/Sangamon County market of the themes and concepts proposed.

A design and description of any proposed kiosks, carts or free-standing concession stands.

Proposed equipment and furnishings.

Design documents must be approved by the Authority prior to any construction. It is the responsibility of the Respondent to obtain and comply with all permits, licenses and authorizations as may be applicable to the area being developed and operated as a restaurant and retail concession in the terminal building.

Proposer's Affidavit and Rent Proposal

Proposer must provide the "Proposer's Affidavit and Rent Proposal Form". Any proposal not accompanied by the "Proposer's Affidavit and Rent Proposal Form" may not be considered. If the Proposer is a corporation, said form shall be signed by the duly authorized officer of such corporation. Signatures on said form must be witnessed and attested to.

Proposed Food & Beverage Menu and Pricing

Preferred menu concepts at Abraham Lincoln Capital Airport include national and regional branding, healthy food choices, and alcoholic beverage. Menu concepts should include offerings considering the medical needs, dietary restrictions and cultural differences of the customers at the Airport, such as vegetarian, vegan, gluten free, halal, etc. The Airport's overall goal of this concession solicitation is to provide the public with outstanding quality and variety of appetizing food and drink choices that appeal to contemporary public needs and preferences and are provided at reasonable and competitive prices when compared to similar facilities outside the airport environment.

Proposed menu and pricing including quality, variety, and creativity of product offerings. Proposers should:

Describe in detail the type of food and beverage service proposed.

Describe reasons and strategy for the concepts proposed. Provide a detailed description of all proposed menu items and provide the proposed price list.

Indicate what sales incentives or programs that will be made available for the airport's tenants and employees.

Proposed Retail Offerings: Pricing Program

Preferred concepts at Abraham Lincoln Capital Airport include both travel necessities and national, regional and local branded gifts. The Authority's goal of this concession solicitation is to provide the public with outstanding quality and variety of choices that appeal to contemporary public needs and preferences and are provided at reasonable and competitive prices when compared to similar facilities outside the airport environment.

Proposed product offerings including quality, variety, and creativity of product offerings. Proposers should:

Describe in detail the products proposed.

Describe reasons and strategy for the concepts proposed.

Provide the proposed price list.

Indicate what sales incentives or programs that will be made available to the airports tenants and employees.

Catering

Proposers shall have the non-exclusive right to provide catering services for airlines and corporate and general aviation operators. The proposers should describe any prior airline, general/corporate, air charter catering experience.

Marketing Plan

Provide a detailed description on how the food and beverage concession will be marketed to the traveling public and members of the public. Description shall include methods and proposed strategy for maximizing projected revenue and proposed annual marketing budget.

Provide recommendations for any inside/outside signage in the terminal complex.

Time Frame

Describe the time frame for proposed construction of improvements/renovation of the food and beverage concession space to include project commencement and official opening date

Provide a description of how food and beverage service will continue to be provided to the public during construction and renovations proposed.

ACDBE Plan

Proposer shall agree to make good faith efforts to ensure that business concerns owned and controlled by socially and economically disadvantaged individuals as

defined in 49 CFR Part 23, have the maximum opportunity to participate in any activity, service or facility at the Airport under agreement, lease, contract with or franchise from the Airport. Provide a description of how the ACDBE goal may be achieved and attach the ACDBE Form(s) provided.

References

Provide list of business and Airport references for the last (5) years.

CONTENT OF PROPOSALS:

Submission of a proposal establishes a conclusive presumption that the Respondent is thoroughly familiar with the RFP, and that the Respondent understands and agrees to abide by each and all of the stipulations and requirements contained therein. Properly submitted proposals, and any other information submitted by a Respondent in response to this RFP, shall become the property of the Authority.

PROPRIETARY INFORMATION AND PUBLIC DISCLOSURE:

All proposals received shall remain confidential until the deadline for submission of proposals has expired. Thereafter, such information is subject to the State of Illinois Freedom of Information Act.

REVISIONS TO THE RFP:

In the event it becomes necessary to revise any part of this RFP, addenda will be reduced to writing and submitted to all prospective proposers and Respondents known to the Authority. For this purpose, the published questions and answers and any other pertinent information will be considered an addendum to the RFP and will be provided to prospective proposers and Respondents. All such changes or addenda shall become part of the contract and all prospective proposers and Respondents shall be bound by such changes and addenda. The Authority reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

POINT-OF-CONTACT:

Authority designates the Deputy Executive Director as its representative and sole point-of-contact for this RFP. All communication between the prospective proposers, Respondents, and the Airport upon receipt of this RFP shall be with the Deputy Executive Director, as follows:

Kenneth R. Boyle, Esq. Deputy Executive Director

Telephone: (217) 788-1060 ext. 2213 Address: 1200 Capital Airport Drive

Springfield, IL 62707

Email: kboyle@flyspi.com

In preparing bids, prospective proposers and Respondents are to rely only upon the contents of this RFP, accompanying documents, and any written statements issued by the Deputy Executive Director. Any other communication will be considered unofficial and non-binding on the Authority. The Authority is not responsible for any oral instructions. If a prospective proposer or Respondent finds a discrepancy, error, or omission in the RFP, or require any written addendum thereto, the prospective proposer or Respondent is requested to notify the Deputy Executive Director in writing, so that written clarification may be sent to all prospective proposers and Respondents. Communication directed to parties other than the Deputy Executive Director may result in disqualification of the prospective proposer or Respondent.

EVALUATION OF PROPOSALS:

The evaluation of the proposal shall be based on the requirements described in this RFP. All properly submitted proposals will be reviewed, evaluated, and ranked by the Airport. Failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

Proposals will be evaluated on the following:

Proposed Concessionaire Information
Plans of Proposed Improvements to the Concession Space
Dollar Value of Proposed Investment in Concession Space
Proposed Percentage Rent
Proposed Product Offerings, Menu and Pricing
Catering
Proposed Marketing Plan
Management and Operating Program
Financial Capability
Experience

PRESENTATION BY PROPOSERS:

The Authority may ask Respondents to make oral presentations and/or demonstrations without charge to the Airport. The Airport also reserves the right to require any Respondent to demonstrate to the satisfaction of the Airport that the respondent has the fiscal and managerial abilities to properly fulfill the requirements of a Lease and Concession Agreement. The demonstration must satisfy the Authority and the Authority shall be the sole judge of compliance.

RESERVATION OF RIGHTS:

Authority reserves the right to reject any and all proposals without penalty and resolicit for new proposals, and temporarily or permanently abandon this request for

proposals. Authority makes no representations, written or oral, that it will enter into any form of agreement with any Respondent to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP. The Authority also reserves the right to waive any informalities or irregularities in proposals, and/or negotiate separately the terms and conditions of all or any part of the proposals as deemed to be in the Authority's best interests at its sole discretion even though not the lowest cost or highest revenue. No proposal shall be accepted from any party who is in default on the payment of taxes or other liability due the Authority. Authority further reserves the right to request additional information from Respondents to be interviewed as the Authority deems necessary.

RESPONSIVENESS:

All proposals will be reviewed by the Deputy Executive Director to determine compliance with administrative requirements and instructions specified in this RFP. Failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive. Proposal shall be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to meet the requirements of this RFP. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of the Authority's needs.

MOST FAVORABLE TERMS:

Authority reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms that the Respondent can propose. Authority reserves the right to contact a Respondent for clarification of its proposal. The Respondent should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some of the Respondent's entire proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to the Authority.

ACCEPTANCE PERIOD:

Respondents shall provide ninety (90) calendar days for acceptance by the Authority from the due date for receipt of proposals.

COSTS OF PROPOSAL:

Authority will not be liable for any costs incurred by the Respondent in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

NON-COLLUSION CLAUSE:

By signing and submitting this proposal, the Respondent states that Respondent's proposal is genuine and not collusive or sham; such Respondent has not colluded, conspired, connived, or agreed, directly or indirectly, with any other Respondent or person, to put in a sham bid, or that such other person ill refrain from proposing and has not in any manner, directly or indirectly, colluded, conspired, connived, or agreed, with any person, to fix the price of affiant or any other proposer, or to fix any overhead, profit or cost element of said bid price.

WITHDRAWAL:

Proposals may only be withdrawn by written notice prior to the date and time set for the opening of proposals. No proposal may be withdrawn after the deadline for submission.

PROPOSER'S AFFIDAVIT AND RENT PROPOSAL:

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL. FAILURE TO SUBMIT THIS COMPLETED FORM MAY RESULT IN DISOUALIFICATION

Firm Name:

I/we, the undersigned, having fully familiarized myself/ourselves with all the documents, specifications, and terms and conditions of the RFP, make the following statement of assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

- 1. The prices and/or data have been determined independently, without consultation, communication, or agreement with other proposers for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
- 2. The attached proposal is a firm offer for a period of ninety (90) days following receipt, and it may be accepted by Springfield Airport Authority without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the ninety (90) day period.
- 3. In preparing this proposal, I/we have not been assisted by any current or former employee or official of Springfield Airport Authority whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this proposal. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
- 4. I/we understand that Springfield Airport Authority will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the Authority, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
- 5. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the proposer and will not knowingly be disclosed by him/her prior to opening, in the case of a proposal directly or indirectly to any other proposer or to any competitor.
- 6. No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition, nor have I/we made any agreement with, nor offered or accepted anything of value from, an official or employee of Springfield Airport Authority that would tend to

destroy or hinder free competition.

- 7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
- 8. I/we acknowledge communication of any kind regarding my/our proposal directed to parties other than the assigned point-of-contact may result in my/our disqualification.
- 9. I/we warrant that no conflict of interest knowingly exists for any member of the project team that contributed to this proposal or prospective contract.
- 10. I/we, the undersigned, understand that the above information, along with any additionally submitted documents, become part of any agreement subsequently made with Springfield Airport Authority, and I/we attest to the best of my/our knowledge to its accuracy.
- 11. I/We Respondent hereby agrees to enter into a Lease and Concession Agreement with the Authority for the operation of a non-exclusive Food & Beverage, Retail and Vending Concession at Abraham Lincoln Capital Airport under the terms and conditions as set forth in this Request for Proposal. The following is my/our proposed rent:

Time Period	Minimum Annual Guarantee	
Calendar Year 2023 to June 30, 2024	Pro-rated amount of \$12,600 based on agreement commencement dates.	
Beginning July 1, 2024	The greater of previous year's (July 1st - June 30th) MAG plus 3% or 5% of the previous calendar year's total gross revenues.	

The below stated proposed percentages of total gross revenues, if proposed over stated Minimums Annual Guarantee, for categories shown.

Category	Proposed Percentage Rent in Number Format (Minimum in Parentheses)	Proposed Percentage Rent in Words
Food & Beverage	% (3 %)	
Alcohol Sales	% (10 %)	
Retail & Vending	% (10 %)	

The signature of Respondent certifies that the above percentage rent proposal is supportable throughout the term of the lease and concession agreement.

12. I/We acknowledge receipt of the following, if applicable:

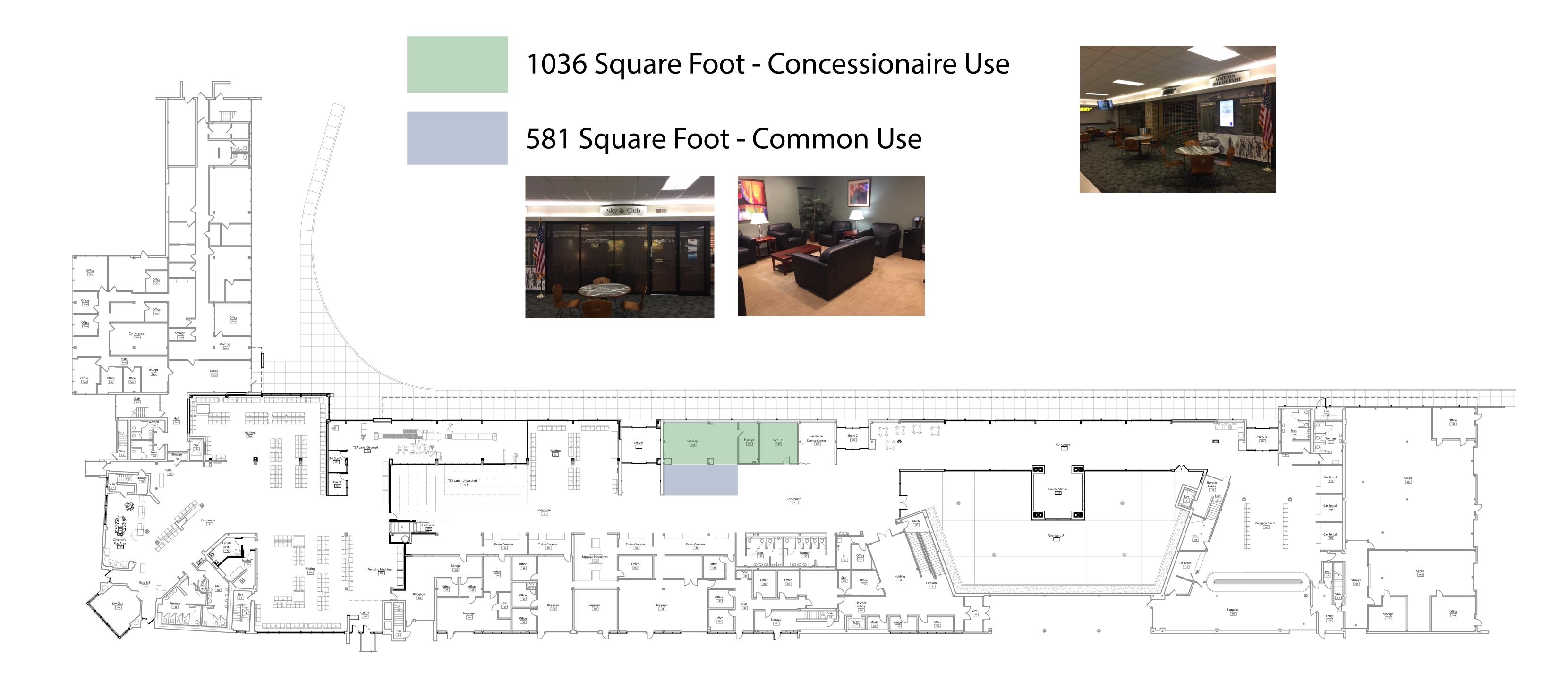
I acknowledge receipt of Addendum #1					
13. I/We attest such proposal is genuine and made in good faith, and not deceptive or collusive, or made in the interest of or on behalf of any persons not herein named. I/We have not, directly or indirectly, induced or solicited any other Proposer to put in a deceptive proposal, or any other person, firm or corporation to refrain from submitting a proposal, and that the Proposer has not in any manner sought by collusion to secure for itself an advantage over any other Proposer.					
14. Signature Section:					
SIGNED:	NAME:				
TITLE:					
FIRM NAME:					
ADDRESS:					
(STREET	CITY	STATE	ZIP)		
EMAIL:					
WITNESS/ATTEST:					

DEOMONSTRATION OF GOOD FAITH EFFORTS:

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)

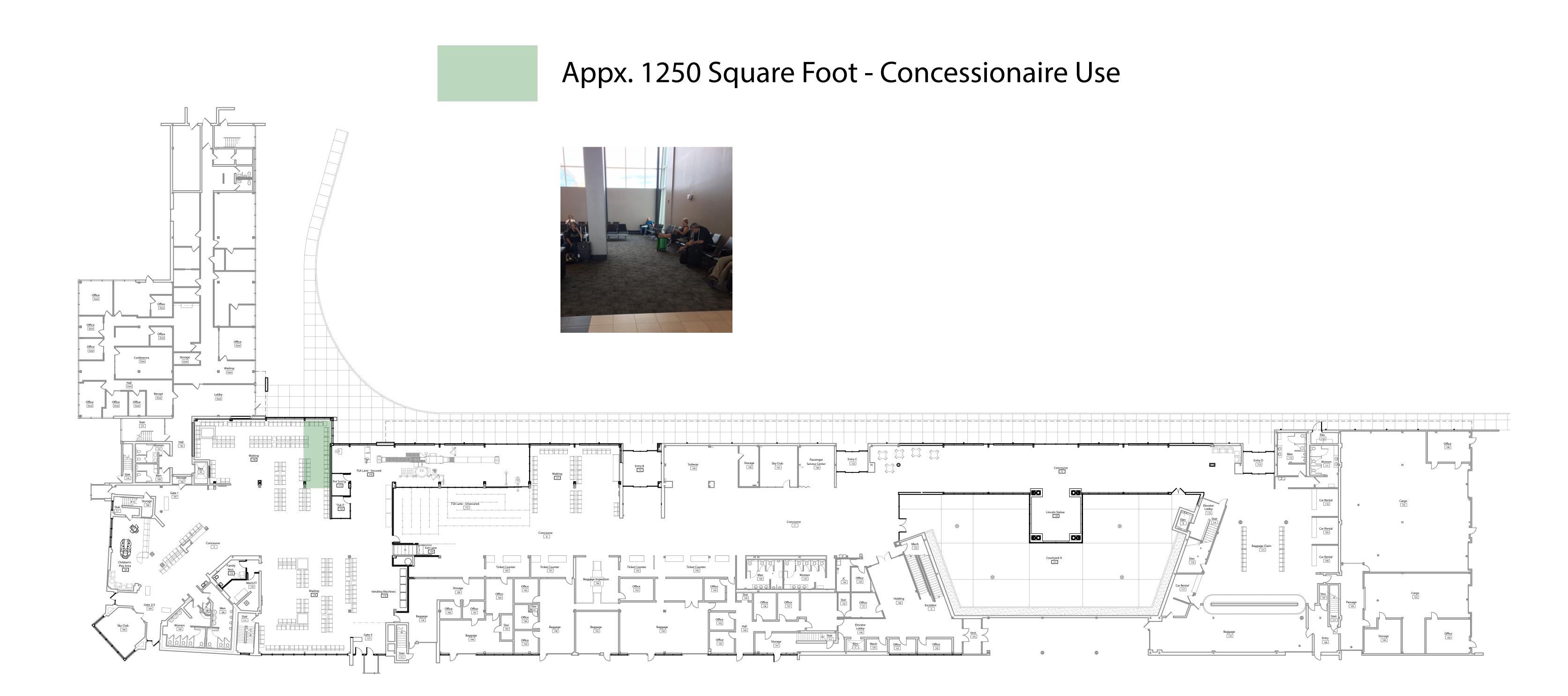
The undersigned Respondent has satis specification in the following manner:	sfied the requirements of the proposal
The Respondent is committed to a minimu this proposal.	m of% ACDBE utilization on
The Respondent (if unable to meet the ACI% ACDBE utilization documentation demonstrating good faith e	on this proposal contract and submitted
Name of Firm:	
State Registration Number:	
By:(Signature)	(Title)
(Digitatare)	(1100)

Pre Screening Concessionaire Space





Post Screening Concessionaire Space





Attachment C



