LINCOLN AIRPORT AUTHORITY

REQUEST FOR PROPOSALS
FOOD/BEVERAGE AND GIFT SHOP CONCESSIONS OPERATOR

at
LINCOLN AIRPORT

INTRODUCTION

The Lincoln Airport Authority (the "Authority") is soliciting competitive sealed proposals from qualified firms to manage, operate, maintain, and promote the restaurant/bar and gift shop operations located within the Terminal Building at the Lincoln Airport (LNK). Sealed proposals will be received up to the hour of 3:00 PM Central Daylight Time (CDT) on Sept 10, 2019.

Sealed Proposals shall be submitted and delivered to:

Lincoln Airport Authority
Attn: Robert McNally,
Director of Operations and Facilities
2400 W. Adams St.
Lincoln, NE 68524

All Proposals will be time-stamped upon receipt and any Proposals received after the time specified above will be returned unopened. In bold lettering, mark the sealed envelope with the following words: “FOOD/BEVERAGE AND GIFT SHOP CONCESSION RFP”. Faxed or emailed copies will not be accepted. All complete Proposals become the property of the Authority and must be provided without cost to the Authority. Except as otherwise provided for herein, Proposals which are incomplete or which are not in conformance with the law, may be rejected as nonresponsive.

Right to Reject - The Authority reserves the right to accept or reject any or all Proposals, negotiate with any Proposer, alter the scope of work, award multiple contracts to more than one Proposer, to waive any informalities and irregularities in the submission process, to extend the date for submittal of Proposals, to request additional information from any or all Proposers, to supplement, amend or otherwise modify the RFP prior to the closing date and time, to cancel this request with or without the substitution of another RFP, to re-solicit or cancel the procurement process, and to select a Proposal that is considered to be in the best interest of the Authority.

Proposals Not Returned - Proposals shall not be returned unless a written request to withdraw is received prior to 3:00 PM, CDT, on September 9, 2019. Any Proposal submitted will be deemed to be valid for a period of up to 90 days following the closing date of the RFP. Timely Proposals received shall be subject to applicable laws and regulations governing public disclosure. Submission of a Proposal indicates acceptance by the Proposer of the conditions contained in this
RFP, and the intent to enter a Contract with the Authority. Proposals will not be opened publicly.

**Proprietary Information** - Information that is considered by a Proposer to be proprietary may still be subject to release as a component of a public records request subject to review by Airport Authority Counsel. Proprietary information should be clearly marked as “confidential” or “proprietary” on each page on which such information appears. Proposers should not expect the Authority to seek confidentiality protection for any claimed privileged or proprietary information in the written Response just because the material is marked “confidential” or “proprietary.” Any information that the Proposer believes to be exempt from disclosure under the Public Records Act (Neb. Rev. Stat. 84-712 et seq.) must be capable of being separated or redacted from the Response, and should be clearly and specifically marked.

**Authority Not Obligated** - This RFP does not obligate the Authority to enter into a Contract or pay any costs incurred in the preparation of a Proposal pursuant to this RFP or incurred in subsequent negotiations. It is the intention of the Authority to negotiate a Contract with the Proposer it deems most beneficial to the Authority. During the Proposal evaluation process, the Authority may request additional information or clarification from Proposers.

**Certification of No Fee Paid** - By submittal of a Proposal pursuant to this RFP, the Proposer certifies that no fee or commission, or any other thing of value, has been paid or agreed to be paid to any employee, agent, representative, official or current Proposer of the Authority in order to procure the Contract described in this RFP. The Proposer also certifies that the financial information in its Response has been arrived at independently and without consultation, communication, or agreement with the Authority, or other Proposers, to restrict competition as to any matter relating to this RFP.

**Proposers Duties to Review RFP** - Proposers shall assume full responsibility to review and evaluate the entirety of this RFP, and any Addendum which may be issued, and to become fully informed of the detailed instructions and requirements of this RFP and the future Contract expectations. Proposers shall thoroughly examine and become familiar with this RFP, the Proposal forms, and all related documents comprising this RFP and any written Addendum thereto. Each Proposer shall judge for itself all conditions and circumstances within this solicitation having relationship to its respective Response.

Submission of a Proposal constitutes an acknowledgment that the Proposer has thoroughly examined and is familiar with this RFP and all Addendums which may be issued. The failure or neglect of a Proposer to receive or examine any RFP documents or Addendum shall in no way relieve Proposer from any obligation with respect to the Proposal or the obligations that result from submitting a successful Proposal. No claim based upon lack of knowledge or understanding of this RFP or its contents shall be allowed. The provisions and terms of the Agreement may be revised or adjusted by the Authority prior to final execution.

**Equal Employment Opportunity** – The Authority is an Equal Employment Opportunity (EEO) organization, which does not discriminate on the basis of race, religion, color, sex, age, marital status, national origin, sexual orientation, or the presence of any sensory, mental or physical
disability in consideration of a contract award. The successful Proposer will be required to comply with all federal, state, and local laws and regulations.

Disadvantaged Business Enterprise (DBE) Eligibility – DBE firms are encouraged to submit a Response. Consultants who propose to participate as a DBE must meet the experience and economic guidelines as set forth in 49 CFR Part 23 and 26 and should submit their DBE Plan and the DBE firms that will participate in this service.

Prohibition Against Lobbying – No Proposer shall lobby, either on an individual or collective basis, the Authority, its officers, agents, employees, or outside advisors regarding this RFP or its written Proposal. No Proposer, nor anyone on behalf of a Proposer, shall contact the Authority, its officers, agents, employees, or outside advisors to arrange meetings, visits, or presentations to influence the outcome of the selection process. Violation of this provision, by or on behalf of a Proposer, intentionally or unintentionally, will result in disqualification of the Proposer and/or rejection of a written Response.

Pre-proposal Informational Meeting - A non-mandatory pre-proposal informational meeting will be held August 29, 2019 at 11:00 am (CDT) in the Authority’s conference room, located on the second floor of the Airport Terminal Building, 2400 W. Adams Street, Lincoln, Nebraska 68524. Interested parties are encouraged to attend.

Questions, Inquiries and Contact with Authority Staff – The Authority is committed to providing all interested parties with accurate and consistent information in order to ensure that no Proposer obtains an undue competitive advantage. To this end, from the date of this RFP through award of contract, the Authority contact is: Robert McNally, Director of Operations and Facilities.

All questions from Proposers must be submitted in writing, electronically, to rmcnally@lincolnairport.com by September 2, 2019. It will be the sole responsibility of the Proposer to ensure questions are submitted in a timely manner. Answers to questions will be posted on the Authority’s website by September 5, 2019.

It shall be the Proposer’s responsibility to monitor the Addendums that may be issued under and as a part of this RFP. Copies of this RFP, and any Addendum issued, are available for viewing at the following link: www.lincolnairport.com.

Any Addendums so issued are to be considered a part of this RFP document. Therefore, receipt of all Addendums issued during this RFP must be acknowledged on the Signature Page included with your Response.

Disclaimer – It is the responsibility of each Proposer to investigate and be satisfied as to the facts and conditions prior to submitting a Response. The Authority makes no representation or warranties and accepts no responsibility for the accuracy or completeness of any information supplied. Proposers are responsible for obtaining their own independent financial, legal, accounting, and technical advice on all Response matters. Any failure to become fully
knowledgeable shall be at the Proposer’s sole risk. The Authority assumes no responsibility for any interpretations made by Proposers on the basis of information provided in this RFP or through any other source.
OBJECTIVE

The Authority operates and manages a non-hub primary airport with commercial, military, and general aviation activities as well as an industrial park adjacent thereto. There is currently space within the Terminal Building at Lincoln Airport, located in the pre-security area, in which the current concessionaire operates a restaurant/bar and a gift shop. The current concessionaire also provides vending machines at various locations within the Terminal Building.

The Authority desires to engage a firm that is qualified and capable of managing, promoting, maintaining and operating pre and post security concessions as more fully described in this Request for Proposals. During the effective period of the Agreement, the selected operator must have all necessary licensing and permits to serve food and beverages, including alcohol, in all restaurant/bar facilities and must be able to secure vending machines capable of serving snacks and beverages in the pre and post security areas. The selected operator must be able to sell snacks, newspapers, magazines, books, novelty items, clothing and other items usual and customary to the operation of a gift shop. The Authority’s top priority is to engage an operator that will provide the highest level of customer service, to include a deep understanding of the airport customer’s needs and preferences, as well as a professional, friendly team of employees on site to meet those needs.

SCHEDULE

Outlined below is a tentative schedule of events for this RFP process.

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue RFP</td>
<td>August 12, 2019</td>
</tr>
<tr>
<td>Submittal of Written Questions Due at 5:00 p.m. CDT</td>
<td>September 2, 2019</td>
</tr>
<tr>
<td>Issue Addendum</td>
<td>September 5, 2019</td>
</tr>
<tr>
<td>Proposals Due at 3:00 p.m. CDT</td>
<td>September 10, 2019</td>
</tr>
<tr>
<td>Evaluation of Proposal Begins</td>
<td>September 11, 2019</td>
</tr>
<tr>
<td>Contract Award Recommendation to Airport Authority Board</td>
<td>September 15, 2019</td>
</tr>
<tr>
<td>Commencement of Contract</td>
<td>November 1, 2019</td>
</tr>
</tbody>
</table>
AIRPORT INFORMATION

The Lincoln Airport (LNK) is located in the northwest quadrant of Lincoln, NE and is under the care, custody and control of the Authority. The Authority is governed by a five-member Board elected by the general populace.

LNK is a vital transportation and industrial hub for the region with both commercial and general aviation activities as well as a growing industrial park. With approximately 300,000 passengers traveling to or from LNK’s international hub destinations of Atlanta, Chicago, Denver, and Minneapolis, LNK is the second largest airport in the State of Nebraska. It is the home base for several large general aviation enterprises, including Duncan Aviation and Silverhawk Aviation, and an expanding hub for industrial companies such as Hexagon Lincoln, Lincoln Industries and PCE.

<table>
<thead>
<tr>
<th></th>
<th>LNK Enplanements</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>145,702</td>
</tr>
<tr>
<td>2017</td>
<td>154,066</td>
</tr>
<tr>
<td>2016</td>
<td>162,118</td>
</tr>
<tr>
<td>2015</td>
<td>163,465</td>
</tr>
<tr>
<td>2014</td>
<td>143,944</td>
</tr>
</tbody>
</table>

Through June 2019, enplanements are up approximately 16% over same time frame in 2018*

GENERAL DESCRIPTION OF THE CONCESSION

A. **Immediate Concession Rights**

The selected operator shall be given the right to operate a consumer retail concession in the Terminal Building comprised of one food and beverage establishment located in the pre-security area, smaller food and beverage establishments located inside each of the post-security areas, as well as news and gift shop establishments, which rights shall include the following:

1. The exclusive right to sell to the public food and beverage items (which shall not preclude outside catering for occupants of the Terminal Building), and the right to sell such items through vending machines at locations within the Terminal Building approved by the Authority.
2. The exclusive right, privilege and obligation to operate and manage news and gift shops and related concessions for the sale of such retail merchandise within the Terminal Building.

3. The exclusive right, privilege and obligation to operate and manage one food and beverage establishment located in the pre-security area within the Terminal Building.

4. The exclusive right, privilege and obligation to operate and manage retail food and beverage establishments located in the post-security areas within the Terminal Building.

5. The right to utilize reasonably adequate vehicular parking facilities in common with other tenant employees. Such facility shall be located in an area designated by the Authority. Authority reserves the right to assess a reasonable charge to such concessionaire employees for such employee parking facilities at a rate not more than that being charged to other tenant employees for use of the same facilities.

6. Exclusive rights granted under the Agreement will be conditioned upon the right being actually exercised by the selected operator and in a manner that satisfactorily provides the contemplated services to the public.

For the above purposes, the selected operator will be granted exclusive use of the second level space in the Terminal Building shown on Exhibit A, attached hereto and made a part hereof by reference. The approximate square footages of the concession space shown thereon is as follows:

<table>
<thead>
<tr>
<th>Square Footage for Concession Space</th>
</tr>
</thead>
<tbody>
<tr>
<td>Food/Beverage Space (pre-security area)</td>
</tr>
<tr>
<td>4,400 sq. ft. seating and food prep.</td>
</tr>
<tr>
<td>Food/Beverage Space (post-security areas)</td>
</tr>
<tr>
<td>160 sq. ft. each</td>
</tr>
<tr>
<td>Food/Beverage Space (Gift Shop)</td>
</tr>
<tr>
<td>960 sq. ft.</td>
</tr>
</tbody>
</table>
The gross receipts for these concessions over the past five (5) years have been as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Gross Receipts</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>$342,264</td>
</tr>
<tr>
<td>2017</td>
<td>$373,482</td>
</tr>
<tr>
<td>2016</td>
<td>$392,082</td>
</tr>
<tr>
<td>2015</td>
<td>$391,715</td>
</tr>
<tr>
<td>2014</td>
<td>$397,044</td>
</tr>
</tbody>
</table>

A listing of the equipment to be provided by the Authority is included in Exhibit B.

B. **Future Concession Space**

The Authority is in the midst of designing and arranging funding for the construction of improvements to the Terminal Building, which improvements anticipate a significant change in the size and location of the concession space devoted to food and beverage locations and gift shop. No design development drawings or schematics are currently available, but it is anticipated that the new and additional space will comprise between 2,000 to 3,500 square feet in the post-security area and between 500 to 1,000 square feet in pre-security area, and will require a significant investment in tenant improvements, equipment and furnishings on the part of the selected operator. Recognizing that such significant investments will require a reasonable length of time for amortization of the same, the Authority will be offering the selected operator an option to extend the Agreement for an additional five (5) years beyond the original five (5) year term. As more fully described below, offering such an option to extend will be contingent upon receipt of a waiver from the Federal Aviation Administration to permit the Authority to enter into a “long-term exclusive” contract with the selected operator. Proposers must understand that the Authority cannot guarantee that such a waiver will be granted and the Agreement contemplated hereunder may therefore be limited to the original five (5) year term.

**MINIMUM OPERATING TERMS AND CONDITIONS**

1. The selected operator will be required to sign an Airport Concession Agreement and Lease (the “Agreement”).

2. The selected operator must remain open for service to the public seven (7) days per week. Concession hours of operation must be a minimum of 90 minutes prior to the first scheduled departure until 30 minutes after the last departure. The Airport Executive Director or designated representative may require extension of operating hours to meet anticipated
demand. Any reduction in the minimum hours or days of operation by operator is prohibited without the prior written approval of the Airport Executive Director or designated representative.

3. The selected operator agrees to compensate the Authority for the use of the premises, facilities, concession rights and privileges.

4. The selected operator will be required to perform all the terms and agreements contained in the Agreement in a timely manner.

5. The selected operator is expected to pay all utilities supplied to and used in the concession space with the exception of heating and air conditioning, unless otherwise detailed in the proposal.

6. The selected operator will provide all interior building maintenance and custodial services for the concession space, unless otherwise detailed in the proposal or Agreement.

7. The selected operator is responsible for any and all licensing or permits connected with providing all goods and services pertaining to the operation of a restaurant/bar and gift shop.

8. The selected operator shall maintain insurance requirements as specified.

9. The selected operator must be qualified to hold a Class C Liquor License issued by the Liquor Control Commission of the State of Nebraska and shall provide alcoholic beverages for sale at retail in all food establishments.

WRITTEN AGREEMENT

A. Agreement

The selected operator shall be required to enter into an Airport Concession Agreement and Lease ("Agreement") with the Authority on a form approved by the Authority’s general counsel. The selected operator will be required to comply with all the requirements of the Agreement, which will be prepared in accordance with the successful proposal. Signature on the included Experience Record Form (Exhibit C) shall serve as an acknowledgment that the Proposer is willing to enter into the Agreement if awarded the contract.

B. Base Term

The Agreement will be for a term of five (5) years, commencing on November 1, 2019.
C. **Five (5) Year Option.**

As described above, the Authority anticipates improvements to the Terminal Building that will substantially change the size and location of the space available for the concession granted hereunder. The Airport Authority proposes to grant the selected operator an option to extend the term of the Agreement for an additional five (5) years to allow the selected operator to amortize the anticipated investment by the operator in tenant improvements and additional equipment and furnishings the nature and amount of such investment will be subject to negotiations between the selected operator and the Authority at or soon after the time that final plans and specifications for the Terminal Building project are completed. However, proposers must recognize that the ACDBE requirements with which the Authority must comply (49 CFR, Part 23, Subpart F) prohibit the Authority from entering into “long term exclusive” agreements with a concessionaire unless a waiver is granted by the Federal Aviation Administration. The Authority intends to use its best efforts to obtain such a waiver so as to allow the grant of such an option, but there is no guarantee that such a waiver will be granted.

**INSURANCE**

The selected operator will be required to maintain minimum insurance requirements as detailed in the Insurance Requirements provision attached as Exhibit D.

**PREPARATION OF PROPOSALS**

By submitting a bid, the Proposer acknowledges the opportunity to become familiar with: (1) the pre and post-security restaurant/bar/gift shop and vending areas; (2) the local conditions affecting the food and beverage and gift shop operations; and (3) the contract documents, including Advertisement for Request for Proposals, Experience Record, General Requirements, and any other contract documents that may be included in the proposal. The Proposer hereby agrees, if selected, to furnish all the labor, equipment (other than that expressly identified in the Agreement), inventory, supplies, products, and services necessary to operate the food and beverage and gift shop concessions at the designated sites (Exhibit A), in accordance with the said contract documents, for the sums and terms set forth in the proposal.

Failure to read the Request for Proposal and these instructions will be at the Proposer's own risk.

Corrections and/or modifications received after the closing time specified will not be accepted.

A company representative authorized to bind the firm contractually must sign the proposal. Signature on the included Experience Record form will indicate the firm’s agreement to be governed by the Lincoln Airport Authority and its Rules and Regulations and to comply with all Terms and Conditions set forth in this solicitation unless specific written exception is noted. The
Proposer must sign their proposal correctly and in ink. If an individual submits the proposal, his/her name, office and Post Office address must be provided. If offered by a corporation, the person signing the proposal must give the name of the State of origin and the business address of the President, Secretary and Treasurer. Anyone signing a proposal as agent must file legal evidence of their authority to do so, and that their signature is binding upon the firm or partnership.

Proposers must complete and return the entire Request for Proposal packet. Once all proposals have been received, opened and recorded, oral interviews may be conducted with firms who submit proposals determined to be reasonably susceptible of being selected for award. However, proposals may be accepted without such discussions, at the Authority’s option.

All costs related to the preparation of the proposals and any related activities are the sole responsibility of the proposer. The Authority assumes no liability for any costs incurred by proposers throughout the entire selection process.

All proposals, including attachments, supplementary materials, addenda, etc. shall become the property of the Authority and will not be returned.

PROPOSAL

The proposal should include:
• Cover Letter
• Company Name, address, phone, fax, website and other company contact information.
• Resume for the proposed manager and his/her contact information.
• Company profile to include a brief overview of the company’s history, including number of years the company has been in operation, location of headquarters, industry experience, location of other operations with an emphasis on airport experience.
• Proposed venues, hours of operation, menus and pricing structure.
• Proposed incorporation of local participation or local flare.
• Management and Operation Plan which includes general operations, human resources and staffing customer service management, and inventory and cash control systems.
• Proposed financial consideration to be given to the Authority. In addition, proposers should present to the Authority a comprehensive proposal (including a minimum annual guarantee for each year of the initial five (5) year term and percentage of gross revenue for financial consideration which should encompass any or all of the alternatives and calculation methods.
• A proposed percentage of gross revenue to be paid to the Authority or other proposed compensation structure. The details with respect to the financial consideration will be completed within the final agreement.
• Proposed capital investment.
• Financial projections for LNK.
• Financial information including a balance sheet and income statement prepared by an independent Certified Public Accountant reflecting the most recent annual operating year.
• Provide at a minimum of three (3) Financial References including persons or firms with
whom your company has conducted financial transactions during the past three (3) years.

- Proposed transition plan for start-up and temporary operations.
- Provide at a minimum, five (5) operating references, preferably from other airports.
- Provide an ACDBE participation plan.
- Provide a business plan for growth.
- Sample monthly gross revenue report to be provided to the Authority.
- Each proposal must be accompanied by a refundable Certified Check, Cashier’s Check or Bid Bond in the amount of $5,000.00, payable to the Lincoln Airport Authority as a guarantee that if the proposal is accepted, the proposer will execute the proposed agreement within thirty (30) days from the date of the award of the contract by the Authority.
- Any other information which the company may deem necessary.

**MODIFICATION, WITHDRAWAL, DUPLICATIONS**

Modification of proposals already submitted will be permitted, provided such modification is in writing and transmitted to the Airport prior to the proposal Closing Time. Such modification shall not reveal the amounts in the original or revised proposal.

Any proposer may withdraw his/her proposal prior to the Closing Time, but no proposal shall be withdrawn after Closing Time. Negligence or mistake on the part of the Proposer shall not constitute a right to withdraw after Closing Time. Any proposal received after Stated Closing Time will be rejected and returned unopened.

If more than one proposal is offered by one party, all such proposals shall be returned unopened. If duplicate proposals are not discovered until after opening, such duplication shall be cause for immediate rejection of such proposals. A party who has quoted prices to a proposer is not thereby disqualified from quoting prices to other proposers or from submitting a direct proposal on his/her own behalf.

**EVALUATION CRITERIA AND CONTRACT AWARD**

All properly completed proposals will be reviewed by a selection committee who will recommend a successful proposal for final approval to the Airport Board. The selection committee may request a formal presentation prior to accepting any proposal.

The following criteria shall be considered by the selection committee upon the evaluation of proposals. Selection will be based on the best judgment of the selection committee in seeking the highest and best quality of services utilizing the following criteria as a guide:

**Design and Concept** – Proposer must provide an overall design and concept, including the variety and types of food and beverage venues to be developed. Emphasis will be placed on food quality, local flare, variety, menus, and competitive pricing.
Financial Ability – Proposer must be capable of providing financing to operate, and manage a high-quality concession. Proposers should provide a business financial statement, business plan, and financial references.

Financial Consideration Paid to Authority – Proposer should provide a Minimum Monthly Guarantee, a percentage of gross receipts, and/or a base rent (or any combination) payable to the Authority for the first five years of operation.

Experience – Proposer should provide evidence of its ability to operate a high-quality food and beverage concession in an airport or similar type setting. A listing of at least five operating references is required. Airport experience is preferred.

Management and Operation Plan – Proposer should provide a plan demonstrating its ability to effectively provide local management that will oversee the daily operations while maintaining a strong working relationship with Proposer’s corporate operations.

Marketing Strategy – Proposer must prove its ability to market and promote a program to actuate toward local area themes in order obtain maximum patronage from the traveling public.

The Authority reserves the right to reject any and all proposals and to waive any informality in the RFP process to the extent permitted by applicable law, and to accept any proposals, which in its sole discretion, is in the best interest of the Airport, if permitted by applicable law. Any omission, inaccuracy, or misstatement may be cause for rejection of a proposal. The Authority further reserves the right to modify or incorporate additional steps in the evaluation process in the interest of having a thorough and comprehensive body of information in order to make a recommendation.

Any form submitted which is incomplete, conditional, obscure, or which contains additions not called for, or irregularities of any kind, may be cause for rejection of the bid. In the event of a default of any of the successful bidders or his/her refusal to enter into an agreement with the Authority, the Authority reserves the right to accept the bid of the next qualified bidder.

The Authority will select the proposal that, in the Authority’s sole judgment, is deemed the best most advantageous for the public and for the Authority. The decision of the Airport's selection committee shall be final and conclusive, subject to successful negotiation and execution of a Lease and Operating Agreement, and subject to approval by the Authority’s Board. Following Authority approval, the successful firm shall receive a written Notice of Award.

OMISSIONS

Should the Authority omit anything from this Request for Proposals which is necessary for a
clear understanding of the work, or should it appear that various instructions are in conflict, then the proposer shall seek clarification by submitting the item(s) in writing before September 1, 2019 5:00 pm central daylight time. Submissions should be directed to rmcnally@lincolnairport.com or faxed to (402) 458-2499. No telephone calls will be accepted.

REJECTION OF PROPOSALS

No proposal shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears to the Authority, upon debt or contract or that is a defaulter, as surety or otherwise, upon any obligation to the Authority, or that may be deemed irresponsible or unreliable by the Authority.

Proposers will be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP.

VERBAL AGREEMENTS

No verbal agreements or conversation with any officer, agent or employee of the Authority either before or after execution of the Airport Concession Agreement and Lease shall affect or modify any of the terms, or obligations contained in any of the documents compromising this Contract.

EQUAL OPPORTUNITY

The Authority is an Equal Opportunity Employer. Proposers are required to certify that the firm does not discriminate against any employee or applicant for employment on the grounds of race, color, national origin or sex.

Minority and Woman Owned Businesses are encouraged to submit proposals.

The Authority will make every effort to ensure that all proposers are treated fairly and equally throughout the entire advertisement, evaluation and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.

AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS/PARTICIPATION
The award of this concession agreement is subject to the requirements of the U.S. Department of Transportation's regulations set forth at 49 CFR Part 23, Subpart F pertaining to the participation of Disadvantaged Business Enterprises ("DBEs") in Airport concessions. In accordance with the requirements set forth in those regulations, the Authority has adopted the “Airport Authority of the City of Lincoln, Nebraska ACDBE Program” which has established an ACDBE goal for companies providing concessions, other than car rental concessions, of 1.25% of the total gross receipts for concessions at the Airport. Proposers shall submit, in the format required and accepted by the Authority, an “Airport Concession Disadvantaged Business Enterprise (ACDBE) Utilization-Form 1” and a “Letter of Intent to utilize ACDBE-Form 2.” If the participation goal is not met, the Proposer must submit documentation demonstrating good faith efforts to meet the goal, which documentation must be submitted with the Proposal.

The selected operator will be contractually obligated to comply with all ACDBE requirements of the FAA and the Airport’s ACDBE program.

The Proposer must agree that it will not discriminate against any business owner because of the owner’s race, color, national origin or sex in connection with the award or performance of any concession agreement or subcontract covered by 49 CFR Part 23, Subpart F.

*****The remainder of this page intentionally left blank*****
SIGNATURE PAGE

The following signature page shall be utilized by each Proposer and appended to the end of its submittal:

“The undersigned Proposer, having examined the Request for Proposal and related documents and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that she/he will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth in the Request for Proposal; and that she/he will furnish all required products/services and pay all incidental costs in strict conformity with these documents.

Submitting Firm: ________________________________________________
Address: _______________________________________________________
City: __________________________ State: ________________ Zip: __________
Authorized Representative (print): _________________________________
Authorized Signature: ____________________________________________
Date: _________________ Email: ________________________________
Phone #:

EXCEPTIONS/DEVIATIONS to this Request for Proposal shall be taken below. If adequate space is not provided for exceptions/deviations, please use a separate sheet of paper. If your company has no exceptions/deviations, please write “No Exceptions” in the space below.

_________________________________________________________________________
_________________________________________________________________________
_________________________________________________________________________

Addenda Number: __________ Date: ____________ Addenda Number: __________ Date: ____________
Addenda Number: __________ Date: ____________ Addenda Number: __________ Date: ____________

"
EXHIBIT B

Facilities and equipment provided by the Lincoln Airport Authority.

1. Gift Shop
   a. Mall-type security door.
   b. All wall display units.
   c. Books and magazine wall display.
   d. Cashier counter with lights.

2. Lounge
   a. Front service counter.
   b. Back service counter with storage.
   c. Under bar sink with faucets.
   d. Under bar hand basin with faucets.
   e. Window treatments (blinds).

3. Deli
   a. Service counter.
   b. Back bar service counter.
   c. Hand sink with faucets.
   d. Window treatments (blinds).

4. Kitchen and storage
   a. Walk-in freezer with shelves.
   b. Walk-in cooler with shelves.
   c. Water softener.
   d. Water heater.
Exhibit C
EXPERIENCE RECORD FORM

PROPOSER ___________________________________________________________________________________________

I. Background Qualifications and Experience

I (we) list below the restaurant, bar, vending, gift shops or businesses of a similar type which I (we) have directly operated in the past:

______________________________________________________________________________________________

______________________________________________________________________________________________

A. Year(s) Business Operated __________
B. Location of Business __________
C. Description of Operation __________

II. Financial ability of the proposer to comply with and perform contract:

______________________________________________________________________________________________

______________________________________________________________________________________________

III. Proposer’s past performance of other contracts, if any, with the Authority:

______________________________________________________________________________________________

______________________________________________________________________________________________

I. References

Provide five references relevant to the businesses listed above:

______________________________________________________________________________________________

______________________________________________________________________________________________

______________________________________________________________________________________________

______________________________________________________________________________________________

______________________________________________________________________________________________

Proposer’s Signature

______________________________ _______________________
Name Date

______________________________
Title
Exhibit D
INSURANCE REQUIREMENTS

1.1 Insurance. The Concessionaire shall not commence work under this Agreement until the Concessionaire has obtained all insurance required under this Agreement and such insurance, and such insurance company has been approved by the AUTHORITY, nor shall the Concessionaire allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

1.1.1 Required Insurance Limits. Concessionaire shall, at a minimum, maintain the following insurance during the term of the Agreement:

1.1.1.1 Commercial General Liability. The Concessionaire shall take out, and maintain during the life of this Agreement, Commercial General Liability Protection including Products Liability and Completed Operations, Broad Form Property Damage, Personal Injury, and Contractual Liability coverage that shall protect the Concessionaire and any subcontractor performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this Agreement, whether such operation be by the Concessionaire or by any subcontractor or by anyone directly or indirectly employed by either of them. The General Liability insurance policy shall also be endorsed to have any aggregate apply separately to this Agreement.

Coverage Limits Shall Be:
Each Occurrence $1,000,000.00
Medical Expenses $5,000.00
Personal & Adv Injury $1,000,000.00
1.1.1.2 **Automobile Insurance.** The Concessionaire shall take out and maintain, during the life of this Agreement, comprehensive automobile liability insurance for any vehicles engaged in operations within the terms of this Agreement.

**Coverage Limits Shall Be:**
Combined Single Limit 1,000,000.00

1.1.1.3 **Workers Compensation Insurance.** The Concessionaire shall take out and maintain during the life of this Agreement, and before any work is commenced, Workers Compensation and Employers Liability insurance for all of the Concessionaire’s employees employed at the site of the Project. The policy will be endorsed to include a waiver of subrogation in favor of the AUTHORITY.

**Coverage Limits for Employers Liability Insurance Shall Be:**
Each Accident $500,000.00
Disease-EA Employee $500,000.00
Disease-Policy Limit $500,000.00

Workers compensation coverage limits will be statutory.

1.1.1.4 **Liquor Liability Insurance.** Liquor Liability Insurance to cover claims for damages resulting from bodily injury or property damage arising out of or resulting from Concessionaire’s sale or dispensing of alcoholic beverages under this Agreement in an amount of not less than One Million Dollars ($5,000,000.00);

1.1.1.5 **Excess/Umbrella Liability Insurance.** Concessionaire shall procure and maintain excess/umbrella coverage in an amount of not less than Four Million Dollars ($4,000,000).

1.1.2 **Special Provisions.**

1.1.2.1 The AUTHORITY shall be included as additional insured on
Concessionaire’s General Liability Policy and Excess/Umbrella Liability Policy. This shall be noted in the Special Provisions section of the certificate of insurance.

1.1.2.2 The Concessionaire’s General Liability Policy shall contain a severability of interest clause and shall be noted in the Special Provisions section of the Certificate of Insurance.

1.1.2.3 All insurance coverage shall be maintained throughout the term of this Agreement or any extension thereof.

1.1.2.4 All insurance will be primary and not contributory.

1.1.3 Proof of Carrying Insurance. The Concessionaire shall furnish the AUTHORITY with satisfactory proof of coverage of the insurance required from a reliable company with an A.M. Best Rating of A-VII or better before commencing any work. Such proof shall consist of certificates executed by the respective insurance company’s representative and filed with the AUTHORITY. Upon request of the AUTHORITY, the Concessionaire shall submit the original insurance policies for inspection and approval of the AUTHORITY before work is commenced. Said policies shall not thereafter be cancelled or permitted to expire without notice being provided at least 30 days in advance to the AUTHORITY and consented to by the AUTHORITY.

1.1.4 If Concessionaire shall at any time fail to insure or keep insured as aforesaid, or if any insurance policies required hereunder cannot be obtained for any reason, the AUTHORITY may require Concessionaire to cease any and all operations until coverage is obtained. If such insurance coverage is not obtained within a reasonable period of time, to be determined solely by the AUTHORITY, the AUTHORITY may terminate this Agreement.
LINCOLN AIRPORT AUTHORITY

FORM 1: AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid/proposal specification in the following manner (please check the appropriate space):

     _____ The bidder/offeror is committed to a minimum of _____ % ACDBE utilization on this contract.

     _____ The bidder/offeror (if unable to meet the ACDBE goal of _____ %) is committed to a minimum of _____ % ACDBE utilization on this contract and submitted documentation demonstrating good faith efforts.

Name of Bidder/Offeror's Firm: _________________________________________________

State Registration No. _________________________________________

By: __________________________________________________________
(Signature and title)
LINCOLN AIRPORT AUTHORITY

FORM 2: LETTER OF INTENT TO UTILIZE ACDBE

Name of Bidder/Offeror’s Firm: _________________________________________________

Address: _____________________________________________________________________

City: ____________________________ State: ____________________________ Zip: ___________

Name of ACDBE Firm: ___________________________________________________________

Address: _____________________________________________________________________

City: ____________________________ State: ____________________________ Zip: ___________

Phone: _______________________________________________________________________

Description of work to be performed by ACDBE firm:

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

The bidder/offeror is committed to utilizing the above-named ACDBE firm for the work described above.
The estimated dollar value of this work is $ ____________.

AFFIRMATION

The above-named ACDBE firm affirms that it will perform the portion of the contract for the estimated
dollar value as stated above.

By: __________________________________________________________________________

Signature and title

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each ACDBE subcontractor)