
REQUESTS FOR PROPOSALS

For

FOOD, BEVERAGE, RETAIL And VENDING

At

YEAGER AIRPORT (CRW)

CHARLESTON, WEST VIRGINIA

KEY DATES

Advertisement	December 21, 2018
In-Person Pre-Proposal Meeting	January 15, 2019 (9 am ET)
Final Addendum (if necessary)	January 25, 2019
Proposals Due / Opening	March 8, 2019 (11 am ET)
Notice of Award	March 18, 2019
Contract Date	March 29, 2019

(No Contact Period: From Pre-Proposal Meeting – To Contract Date)

**FOOD, BEVERAGE, RETAIL AND VENDING CONCESSION
REQUEST FOR PROPOSALS**

SECTION ONE - SOLICITATION OF PROPOSALS:

- 1.1. The Central West Virginia Regional Airport Authority (hereinafter “Authority”) is soliciting proposals from all interested and qualified parties (hereinafter “Proposer(s)”) to operate, manage, and maintain the non-exclusive **Food, Beverage, Retail and Vending Concession at Yeager Airport** (hereinafter “Airport”). The operation and management by the successful Proposer(s) shall include providing quality products and strong customer service and shall be competently managed by a local manager.
- 1.2. Sealed proposals are due in the Authority addressed to Central West Virginia Regional Airport Authority – Yeager Airport no later than ***March 8, 2019 11:00 am local time***. There will not be a public opening. Late proposals shall not be considered and will be returned unopened. Proposers are solely responsible for ensuring that proposals are submitted by the date and time indicated. Proposals shall be good for 120 days after Proposal due date.
- 1.3. **Pre-proposal Meeting – A pre-proposal meeting is scheduled for 9:00 am local time January 15, 2018 in the Conference Room located on the second floor of the Airport terminal building. Attendance is strongly encouraged. If Proposer cannot attend this meeting, alternative arrangements for a tour must be made prior to this date. All Proposers must either attend the pre-proposal meeting or complete a private meeting prior to the deadline for the submission of questions and clarifications in order to be considered a qualified Proposer. All questions and requests for clarifications must be received in writing no later than January 21, 2018 by 12:00 noon local time. Responses will be provided electronically to all qualified Proposers no later than 4:00 pm local time January 25, 2018. Only responses provided in writing to written requests will be considered binding on the Authority as it relates to this RFP.**

SECTION TWO – INSTRUCTIONS:

- 2.1. **One (1) original and four (4) complete copies and one signed electronic copy on a thumb drive** of the proposal must be submitted in a sealed envelope/package clearly marked with Proposer’s name and the words “PROPOSAL FOR FOOD, BEVERAGE, RETAIL and VENDING CONCESSION - DO NOT OPEN” to:

**Central West Virginia Regional Airport Authority
100 Airport Road #175
Charleston, WV 25311**

- 2.2. Proposals must be submitted in such a manner as to make them complete and free of ambiguity, without alterations or erasures. In the event of a discrepancy between the dollar amount written and that given in figures on any portion of a proposal, the amount in writing will be considered the proposal.
 - 2.3. Each proposal will be typewritten, and must give all required information, in the form of a typewritten report, on a standard 8 ½” x 11” page format and accompanied by a cover letter on Proposer’s letterhead indicating that the person signing the cover letter is authorized to propose on behalf of the Proposer. **The Proposal shall be limited to 20 pages, including the cover letter, in addition to the required forms outlined below. Proposals must include a pro forma (Form J) of the expected first year operating expenses and revenues and the projected net concession payment that would be due the Authority for the levels projected.**
 - 2.4. Each proposal must be bound and tabbed (indexed) and organized into the sections outlined below:
 - Table of Contents
 - Cover Letter
 - Form A –Information Questionnaire
 - Form B – Qualification Statements
 - Form C – Financial Information
 - Form D – References
 - Form E – Non-Collusion Affidavit
 - Form F – Insurance
 - Form G – Signature Page
 - Form H – Menu, Product, Pricing, and Equipment Listing provided by Proposer
 - Form I – List of Exceptions to RFP and Concession Agreement Form
 - Form J -- Pro Forma
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- 2.5. Additional data, exhibits, renderings, and explanations must be included in the 20-page limit and shall be submitted at the discretion of the Proposer should the Proposer deem them important to the evaluation of its proposal by the Authority. Any exceptions that the Proposer takes to any terms and conditions outlined in the RFP or to the terms of the basic contract form **MUST** be outlined in Form I and will be considered in the evaluation of Proposals. Proposers shall also attach as an addendum to their proposal a menu, including pricing, of the proposed items to be offered. The Authority reserves the right to review and make alterations in conjunction with the successful Proposer.
- 2.6. A sample Food, Beverage, Retail and Vending Concession Agreement (“Agreement”) will be distributed prior to the pre-proposal meeting. Please review this Agreement and identify any exceptions Proposer is taking to the Agreement on Form I. This Agreement will be the baseline document to be used in the execution of a contract with the successful Proposer. Any exceptions not noted in the Proposal response will not be considered in completion of the final contract.
- 2.7. It is the intention of the Authority to accept proposals in the manner described in this document, and after review and coordinating discussions with the successful Proposer, to recommend to the Authority to award an Agreement to the Proposer that best serves the requirements set forth in this document.
- 2.8. The selection of the proposal will be by written Notice of Award, specifically indicating selection. The execution of the contract must be completed by March 29, 2019.
- 2.9. At any time after the opening of proposals, the Authority may give oral or written notice to any Proposer to furnish additional information, either in writing and/or in a verbal presentation, to representatives of the Authority relating to its qualifications to perform the obligations imposed by the project including, but not limited to, information which may be required to supplement that which is required herein to be submitted with the proposal. Additional requested information shall be furnished within the timeframe specified by the Authority. The Authority reserves the right to consider such additional information obtained from Proposer. The giving of the aforesaid notice to Proposer shall not be construed as an acceptance of said Proposer’s proposal.
- 2.10. The Authority may obtain and consider additional information obtained from sources other than Proposer in its evaluation and selection process.
- 2.11. Proposals may be withdrawn until the proposal due date and time specified in Section 1.2, at which time the proposal shall be deemed irrevocable by Proposer.
- 2.12. It is the intent of the Authority to fully evaluate all conforming proposals received by the deadline and to select the proposal it considers is in its best interest. If a proposal does not comply with the conditions specified herein, it may be rejected without further consideration. These restrictions are not intended to impede proposal preparation; rather, they will provide uniformity in the responses to this Request for Proposals (“RFP”).
- 2.13. The Authority reserves the right to waive any irregularities and to select the Proposer that provides the best overall program for the Authority, as determined at the sole discretion of the Authority.
- 2.14. Comments or questions in accordance with this RFP should be directed to:

Ms. Dominique Ranieri, Esq.
Director of Marketing
Yeager Airport
Central West Virginia Regional Airport Authority
100 Airport Rd. Suite 175, Charleston, WV 25311
W: 304.344.8033
E: Dominique@yeagerairport.com

SECTION THREE – BACKGROUND INFORMATION:

THE FOLLOWING BACKGROUND IS FOR INFORMATIONAL PURPOSES ONLY. THIS INFORMATION IS HISTORICAL IN NATURE AND IS NOT NECESSIARLY REPRESENTATIVE

OF FUTURE CONDITIONS. PROPOSERS ARE ADVISED TO CONDUCT THEIR OWN INVESTIGATIONS AND ANALYSIS BEFORE SUBMITTING A PROPOSAL.

3.1. General Airport Information

Airport Name	Yeager Airport (CRW)
Operator	Central West Virginia Regional Airport Authority
Commercial Airlines	4 passengers (American, Delta, United, and Spirit)
Enplanements (CY 2016)	~213,000 (total passengers ~426,000)
Airport Rank	1 st in the State of West Virginia

SECTION FOUR - SCOPE:

4.1. Term

The Authority desires to enter into a **seven (7) year concession agreement with an additional two-year option, to be agreed to by both parties**, to provide a non-exclusive Food, Beverage, Retail and Vending concession at the Yeager Airport. The Authority desires to enter into an agreement with the successful Proposer commencing March 29, 2019. Proposer shall outline an operational transition program, if applicable, on how it intends to prepare for and complete the transition if awarded the contract. The Authority reserves the right to allow other authorized concessionaires to operate services on the Airport. Currently, the Premises included in this contract are the only dedicated food, beverage, retail and vending premises existing in the passenger terminal except for areas located outside the terminal where vending machines are located. The Authority reserves the right to allow authorized third party concessionaires to provide product and services for special events.

4.2. Premises and Authority-Provided Equipment

The concession space included in this RFP is identified on Exhibit A (“Premises”). The successful Proposer will have the right to offer food, beverage, retail and vending products as approved by the Authority in the Premises. The Premises will be provided to Proposers “as is where is”. Any additional space requested by the successful Proposer will be rented to Proposer at the prevailing rate. Any modifications to the Premises will be at the sole cost of the successful Proposer and will require the prior written approval of the Authority’s Airport Director. It is not anticipated that any equipment or furnishings will be provided by the Airport. If equipment is damaged by the successful Proposer (“Operator”), the Operator shall be responsible for the repair or replacement at the sole cost of the Operator.

Outlined below are the specific Premises that are included in the concession space totaling approximately 6,800+ square feet.

	(Approximate Square Footage)
A. Lobby Restaurant/Bar/Kitchen (Currently pre-security adjacent the security checkpoint)	4,490
B. Passenger level News/Gifts and Café (Post-security location across from security checkpoint)	2,310
C. Vending	TBD
TOTAL:	6,800+

Storage Space. There is an opportunity for additional storage and support space to be leased on square foot basis in the terminal basement and other areas.

4.3. Proposed Facility Utilization/Concept and Capital Investment- Food, Beverage, and Retail

Proposals should include the Proposer's concept and proposed use of the Premises and assets. The Authority is looking for the most creative, attractive and efficient utilization of the Premises that will result in the highest level of customer service and gross revenues which may include modifications and implementation of specialty concepts within the Premises. Details for concession signage and any proposed brands or theming concepts should also be included. Submittals will factor into the evaluation the attractiveness and innovation associated with the theme, branding, and compatibility with the geography and architecture of the Airport and the surrounding area. Proposals must submit the proposed plan for display of any products to be sold, including location and type of fixtures, considering the requirements as set forth in this document and the restricted space to be utilized. A kitchen plan and restaurant layout must also be submitted.

Proposals should include a total proposed dollar amount of capital value to be identified for the concept development including equipment and any proposed modifications to the Premises. Capital investment should include any equipment provided whether purchased outright from a supplier or not.

4.4 Vending

The successful Proposer will provide a combination of snack machines and cold beverage machines with full glass displays, capable of offering a variety of beverages. A combination of Coca Cola and Pepsi products is preferred; however, the Proposers must clearly identify what is being proposed. Proposers shall provide and maintain on a daily basis the following equipment and products inside the Terminal Building:

- Five (5) beverage machines: Fifty percent (50%) non-cola options
- Three (3) snack machines: Forty percent (40%) healthier option than chips/candy

The Operator will be responsible for keeping all vending machines stocked on a daily basis.

4.5 Hours of Operation

The food, beverage, and retail concession shall be open for service commencing one hour prior to the first scheduled departure until fifteen minutes prior to the last scheduled departure. In the event of departure delays, the Operator will use commercially reasonable efforts to keep the concession open until the flight departs factoring in the value of customer service and the cost required to keep the concession open. In the event of delays or irregular operations, Operator shall have adequate food products on site in order to support a high volume of customers in a short time period to support passengers on the delayed aircraft. The Operator shall provide the contingency plan to the Airport Director prior to commencement of the contract.

4.6 Operations/Management Plan

The successful Proposer will have a designated manager or authorized supervisory designee on site or available on short notice during all hours of operation. Each Proposer must submit complete responses addressing all the following information with regard to how the operations will be managed and operated:

- a. Mode of Operation - Provide a comprehensive description of the planned mode of operation for each component of the food, beverage, retail and vending operation and use of

the Premises with emphasis on the type and means of product and services to be provided. Proposers shall identify if ordering of food will be via wait service or ordered at the counter and how delivery of product will be made.

- b. Staffing Plan and Organization Chart - Provide a staffing plan and organization chart for the proposed operations, including all personnel to be involved in all aspects of the operation (i.e. daily management, corporate support, training, HR administration, quality control, etc.) and the reporting structure for such personnel. This should include on-site and corporate involvement. Staffing plan to include the number of employees and shifts by job classification to cover the operating hours and seasonal business variations (Management and non-management).
- c. Resumes - Resumes for proposed corporate management staff to support the operation. Proposal shall also include the job descriptions for the proposed staffing at the airport.
- d. Corporate commitment. Amount of time that the principal(s) of the business commit to spending on-site at the Airport for set up and during ongoing operations.
- e. Customer service philosophy/programs.
 - i. A description of the Proposer's written plan with regard to customer service.
 - ii. Training programs to be employed to achieve customer service goals.
 - iii. Source of management and non-management labor including the recruiting plan, proposed pay rates, and timeframe for bringing staff on and training.
 - iv. A description and picture of the employee dress code or uniform and the dress code or uniform program.
 - v. An outline of the customer ordering process and product delivery.
 - vi. A statement as to projected delivery time following order for hot food.
- f. Cash Control. A description of the proposed cash control system, including the make and model of the point of sale equipment.
- g. Sanitation. Provide the philosophy and plan for maintaining sanitation standards on the Premises.
- h. Facility Maintenance Plan. Provide a description of the plan for maintaining the Premises and the Authority Equipment, if any.
- i. Transition Plan. Outline the Proposer's plan for the Premises (e.g., theming, different equipment, retail displays, etc.) and the timing for takeover of the operation, if applicable, please provide a schedule and plan for takeover of operations, including the anticipated concept transition. Include any deviations and the length of such deviation from full operational capability after opening the concession. Successful Proposer will be responsible for applying for and obtaining any and all liquor, food, and restaurant/health department licenses required to commence operations on the proposed schedule. Proposers should provide timelines for the various elements with an emphasis on how early prior

to commencement the various elements will be in place and available for implementation.

- j. Menu/Marketing Plan. Each Proposer shall submit the following:
- i. A complete list of proposed menu items and prices for each item. The list should include a sampling of proposed daily and/or weekly specials and a description of how often the menu will change to include such specials or the addition or elimination of menu items. Must include a children's menu, healthy menu options, and "grab and go" options.
 - ii. A list of proposed retail products to be offered and the estimated prices to be charged for said products to include twenty-percent (20%) local products as a target.
 - iii. A description of the proposed pricing policy, including how initial prices are determined and how price increases will be determined and frequency. Pricing shall be reviewed annually with the Airport Director to ensure a balance between customer service and the financial performance of the operation.
 - iv. Proposed Airport employee discount and/or meal program.
 - v. A description of procedures to be implemented to ensure quality control.
 - vi. Method and timeline by which customer complaints will be handled.
 - vii. Proposed marketing plan, including the use of "specials" and special event or seasonal marketing techniques to be employed for both food and retail. The plan should include the use of local suppliers (e.g., local breweries, locally based products, etc.), if that is being proposed.
 - viii. A schematic signage plan for interior and exterior signs, locations, theming, etc. for both the pre and post security operations.
 - ix. A proposed catering menu or program for providing on airport catering to Airport tenants and special events.

k. Each Proposer shall include in the proposal evidence of its competency to operate the services as detailed in the RFP. In order to be considered qualified to provide the services hereunder; each Proposer must meet the following minimum qualifications:

- i. Must have successfully managed similar airport operations for not less than three (3) consecutive years in the past five (5) years.
- ii. Must be able to provide proof of the skill, experience, and financial resources necessary to manage an airport food, beverage, retail and vending operation.

Proposers must meet the minimum qualifications identified in order to be considered "qualified". Proposals submitted by any Proposer that does not have the above minimum qualifications, as determined at the sole discretion of Authority, will be rejected. For proposals submitted by a partnership or joint venture, at least one of the general partners

thereof or one of the members of such joint venture must possess the above minimum qualifications.

1. The Authority has established an Airport Concession Disadvantaged Business Enterprise (ACDBE) program in accordance with the regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 23. The Concessionaire is required to participate in the Authority's ACDBE program. Proposers must include in their proposals the expected use of ACDBE's and the percentage of usage.

4.7 DISCLAIMER

The Proposer affirms that its proposal will in no way be conditioned upon any predetermined level of aviation activity or passenger activity at the Airport, past, present or future. In this regard, Proposer has not relied on any representations of Authority, its officers, employees, agents, or consultants, either orally or in writing, as to the level of business potential at the Airport or of any factors that might bear on such business potential. Proposer's submission shall be based solely on the Proposer's own knowledge of the food, beverage, retail and vending operation and its own estimate of the market potential at the Airport for such an operation and shall be included as Form J.

4.8 LIQUOR LICENSE

The Authority and the Airport do not hold an on-sale liquor license. The successful Proposer will be required to acquire a liquor license for the Premises. **THE SUCCESSFUL PROPOSER SHALL ASSUME ALL LIABILITY FOR ANY ACTIONS, LOSS, DAMAGE, INJURY, AND THE COST AND EXPENSE OF WHATSOEVER KIND OR NATURE (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, DISBURSEMENTS, COURT COSTS, EXPERT FEES, AND OTHER COSTS) BASED UPON ANY CLAIM, ACTION, INJURY, INJURY TO PERSONS, DAMAGE, AND/OR DAMAGE TO PROPERTY, ARISING OUT OF, RESULTING FROM, ASSOCIATED WITH, IN CONJUNCTION WITH AND/OR INCIDENT TO THE LICENSE, ANY SERVING, AND/OR SALE OF ALCOHOL COVERED BY THE LICENSE AND SHALL INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS THE AUTHORITY, THE AIRPORT, AND ALL OF THEIR BOARD MEMBERS, OFFICIALS, AGENTS, AND EMPLOYEES, FROM AND AGAINST, ANY CLAIM, ACTION, INJURY, INJURY TO PERSONS, DAMAGE, AND/OR DAMAGE TO PROPERTY, ARISING OUT OF, RESULTING FROM, IN CONJUNCTION WITH, ASSOCIATED WITH, AND/OR INCIDENT TO THE LICENSE, THE SERVING, AND/OR SALE OF ALCOHOL. THE SUCCESSFUL PROPOSER SHALL FURNISH, PROVIDE, AND BE FULLY LIABLE FOR ALL INSURANCE REQUIREMENTS ASSOCIATED WITH THE LIQUOR LICENSE INCLUDING, BUT NOT LIMITED TO, LIQUOR LIABILITY INSURANCE. THE SUCCESSFUL PROPOSER SHALL NAME THE AUTHORITY AS AN ADDITIONAL INSURED ON ANY AND ALL INSURANCE REQUIREMENTS ASSOCIATED WITH THE LIQUOR LICENSE INCLUDING, BUT NOT LIMITED TO, LIQUOR LIABILITY INSURANCE.**

4.9 CONCESSION COMMISSIONS

The following concession commissions shall be payable to the Authority on Gross Revenues resulting from the concession:

1. Liquor- sixteen percent (16%)
2. Food, non-alcoholic beverages, and vending- twelve percent (12%)

3. Retail- fifteen percent (15%)

The term “Gross Revenues” as used herein shall mean the revenues or sales price of all food, beverages, vending, and other merchandise and items sold or dispensed by the successful Proposer on the Airport and the charges made for all services performed by the successful Proposer without exception, including revenues for service or goods delivered outside the terminal but on the Airport, but excluding State and local sales taxes collected by operator from its customers. In the event that the successful Proposer offers an employee discount program of more than ten percent (10%), those sales will be excluded from gross sales for purposes of determining the concession commissions due Authority. All reports of Gross Sales are subject to audit by Authority.

Payments shall be made monthly ten (10) days following the end of the month and shall be accompanied by a detailed gross sales report in a form acceptable to the Authority.

There shall be a Minimum Annual Guarantee (MAG) established which will be the minimum amount the successful Proposer shall pay the Authority on an annual basis. The MAG for the first year shall be seventy-five thousand dollars (\$75,000). The MAG for each succeeding year shall be the greater of the previous year’s MAG escalated at three percent (3%) or ninety percent (90%) of the previous year’s commission payments to Authority, whichever is greater. *In no event will the MAG in a succeeding year be set to an amount less than the first year MAG.* In the event the calculated monthly payment does not equal one twelfth (1/12th) of the MAG, there will be a reconciliation at the end of the calendar year. Any reconciliation amount owed Authority shall be made within thirty (30) days following the invoice date.

Other Fees: In addition to the commission schedule outlined above, the successful Proposer will also be responsible for the following fees and payments:

- i. Fee for utility consumption: The utility charge shall be established with the successful Proposer and included in the final contract between the parties.
- ii. Fee for employee background checks and security badges: Successful Proposer agrees to pay for all costs of required fingerprint-based criminal history record checks and other Airport badging-related expenses conducted on Concessionaire’s agents and employees. The charge will be established annually by the Authority.

4.10 EXCEPTIONS

Proposer shall include a list of any exceptions to the requirements of the RFP and attachment documents, if any, as well as the sample Agreement, on Form I. Any exceptions that the Proposer takes to any terms and conditions outlined in the RFP or to the terms of the basic contract form shall be outlined in Form I and will be considered in the evaluation of Proposals. If no deviations are identified and Proposer's proposal is accepted by the Authority, Proposer shall be deemed to have agreed to all of the requirements specified therein.

4.11 PERFORMANCE GUARANTEE

To guarantee its performance of all of the conditions and obligations under this Agreement, the successful Proposer agrees to secure a performance guarantee issued to the Authority in the amount of one-half of the first year MAG that will be due upon commencement of the Agreement. The guarantee may be in the form of a letter of credit or a deposit made to the Authority which will be held in trust until the termination of the contract. Any interest which may accrue on the deposit shall be retained by the Authority in the deposit account. Following the successful completion of the term, the remaining balance amount will be returned to the successful Proposer.

SECTION FIVE – CERTIFICATIONS AND STATEMENTS:

- 5.1. Proposer, for itself, its personal representatives, successors in interest, and assigns, as a material part of the consideration for the award of a contract, covenants and agrees:

5.1.1 that no person on the grounds of race, color, creed, sex, age, or national origin or handicap shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of its facilities;

5.1.2 that, in the construction of any improvements on behalf of Proposer and the furnishing of services, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination on the grounds of race, creed, color, sex, age, national origin, or handicap;

5.1.3 that Proposer shall use the Airport facilities in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Subtitle A, Office of the Secretary, Part 23, Nondiscrimination-Effectuation of Title VI of the Civil Rights Act of 1964, as amended; and that in the event of breach of any of these nondiscrimination covenants, the Authority shall have the right to terminate the Agreement. Proposer assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E (“Subpart E”), to ensure that no person shall, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment activities covered in Subpart E. Proposer assures that no person shall be excluded on these grounds from participating or receiving the services or benefits of any programs or activity covered by the Subpart E. Further, Proposer agrees that it will require its covered sub-organizations provide assurance to the Authority that they similarly will undertake affirmative action programs and will require assurances from their sub-organizations, as required by Subpart E, as to the same effect.

- 5.2. Proposer shall comply with all Federal, State of West Virginia, Ward County, Central West Virginia Regional Airport Authority, and all other applicable codes, laws, rules, regulations, standards, and ordinances, including but not limited to Occupational Safety and Health Administration (OSHA), the Federal Aviation Administration (FAA), the Transportation Security Administration (TSA), and all Authority rules, regulations, and orders governing the performance of work.

The successful Proposer shall indemnify, save, hold harmless, and defend the Authority, the Airport, and all of their Board Members, officials, agents and employees, from and against any fines related to or based upon the violation of any federal, state, municipal or Authority laws, statutes, resolutions, or regulations, now in effect or hereafter promulgated, by Proposer, its agents, employees, or successors and assigns, and any claim including a claim for contribution or indemnity, action, loss, damage, injury, liability, and the cost and expense of whatsoever kind or nature (including, but not limited to, reasonable attorneys’ fees, disbursements, court costs, and expert fees) based upon injury to persons, including death, or damage to property, arising out of, resulting from, in conjunction with or incident to Proposer’s operation of its business and/or performance of its obligations under this Agreement or use and/or occupancy in the Premises or of the Airport. On ten (10) days’ written notice from the Authority the Proposer shall appear and defend all claims and lawsuits against the Authority and/or the Authority growing out of any such injury or damage. The provisions of this paragraph shall survive the expiration, termination, or early cancellation of this Agreement.

- 5.3. Proposer shall indemnify, defend, save, and hold harmless the Authority, the Airport, and all of their Board Members, Officials, Agents, and Employees, from and against, any claim, action, injury, injury to persons, damage, damage to property, losses, costs and expenses of whatsoever kind or nature (including, but not limited to, attorneys’ fees, disbursements, court costs, expert fees, and other costs) arising out of, resulting from, in conjunction with, associated with, and/or incident to (a) any act or omission of the Proposer and/or Proposer’s Officials, Agents, and/or Employees, (b) any actions, operation, and/or management of the non-exclusive Food, Beverage, Retail and Vending Concession at the Airport, (c) the Contract to operate, manage, and maintain a non-exclusive Food, Beverage, Retail and Vending Concession at the Airport, (d) and/or any negligence or willful misconduct of the Proposer and/or Proposer’s Officials, Agents, and/or Employees.

- 5.4. In submitting a proposal, Proposer declares that the only person or party interested in the proposal as principal are those named in the proposal and that the proposal is made without collusion with any other parties, firms, or corporations. Reasonable grounds for believing that any Proposer has a business or financial interest in more than one proposal in response to this request will cause rejection of all proposals in which such Proposer has interest. If the Authority believes, in its sole discretion, that collusion exists among Proposers, none of the participants in such collusion will be considered.
- 5.5. The Authority is soliciting competitive proposals pursuant to a determination that such a process best serves the interests of the Authority. Authority reserves the right to accept or reject any or all proposals; to waive any formality of the proposal form; to modify or amend, with the consent of Proposer, any proposal prior to acceptance; to negotiate with the selected Proposer; to waive irregularities and nonconformities; and to make an award not based solely on the proposal most lucrative to Authority; all as Authority in its sole judgment may deem to be in the Authority's best interest. If selected Proposer refuses to enter into an Agreement with Authority, Authority reserves the right to accept the proposal of any other qualified Proposer without re-advertising.
- 5.6. This document shall in no manner be construed as a commitment on the part of Authority to award a contract, to pay any cost incurred in the preparation of proposals to this request, or to procure or contract for any services.
- 5.7. Nothing indicated verbally by Authority, its officers, employees, agents or consultants, will contradict or override anything in this document. If a Proposer feels they have been told anything that is inconsistent with the information contained in this document, it will not be considered valid unless and until confirmation is received in writing from Authority. Should there be any doubt as to the meaning or content of these proposal documents, Proposer shall at once, notify Authority in writing.
- 5.8. Corrections, changes or clarifications, if required, will be made in written addenda to all parties who attended any pre-proposal meeting (as applicable), identified by the Authority to receive an RFP, and/or otherwise officially declare (in writing) their intention to submit a proposal, as appropriate. The Authority will not be responsible for any other instructions, interpretations, or explanations. Any written addenda to the proposal documents issued by Authority prior to the proposal acceptance deadline will be considered a part of these documents.
- 5.8 The submission of a proposal shall be considered evidence that Proposer has: (1) investigated all conditions related to the requested service herein described; (2) ascertained that the Premises and all conditions are as specified; and (3) has reviewed all RFP documents. No claim for adjustment of the provisions of the RFP or any subsequent Agreement to be awarded shall be honored on the grounds that Proposers were not fully informed of existing conditions. **Proposers must acknowledge receipt of all addenda in the cover letter submitted with the proposal.**
- 5.9 Proposer warrants that its service to be provided under this RFP and subsequent agreement shall conform to its proposal's description and any applicable specifications and shall be of good quality and for the known purpose for which it is intended. This warranty is in addition to any standard warranty or service guarantee given by the Proposer.
- 5.10. Proposer shall maintain compliance with all regulatory measures (i.e. Airport Rules and Regulations, Minimum Standards, Central West Virginia Regional Airport Authority, State of West Virginia, and Federal programs, laws etc.).

SECTION SIX – EVALUATION CRITERIA:

Proposals will be evaluated based upon criteria formulated around the most important features of the service, of which quality, capabilities, service offerings, customer experience, and references may be overriding factors in the issuance of an award. The proposal evaluation criteria should be viewed as standards which measure how well a Proposer's approach meets the desired requirements and needs of the users. A selection committee will review the Proposals and make a recommendation to the

Authority Board on the best overall proposal. The selection committee will consider the following factors and their coinciding weight:

BUSINESS QUALIFICATIONS AND EXPERIENCE	20%	Proposer’s successful experience providing food, beverage, retail and vending programs at similar airports, general experience of company, and/or experience of the individuals who have management responsibilities.
FINANCIAL INVESTMENT AND PROPOSED PRO FORMA AND COMMITMENT TO FUND	20%	Proposer’s pro forma projections and proposed capital investment to perform specifications as defined herein. The Proposer’s proposed employee discount program. Should also include a statement from the lender that the lender is committed to fund the level of investment as represented in the proposal. If it is being internally funded, it should state so in the proposal.
OPERATIONS AND CUSTOMER SERVICE PLAN	15%	Proposer’s ability to effectively provide corporate and local management to oversee operations on a day-to-day basis and type, quantity, and quality of services provided.
THEME, CUSTOMER SERVICE APPROACH, AND MENU	20%	Based on the Proposer’s theme for the concession, the training and customer service policies and support, transition plan.
GENERAL RFP COMPLIANCE	5%	Proposer’s compliance with respect to all sections of the RFP.
PRODUCT AND PRICING	20%	Menu, product line, and proposed pricing.

In the process of evaluation, Authority may acquire and utilize, to the extent deemed necessary, information obtained from the following sources:

1. Proposal, including representations and other data contained in the proposal, or other written statements of commitments, such as financial assistance, subcontracting, and references.
2. Other existing information available to Authority, including financial data and records concerning Proposer’s performance.
3. Publications, including credit ratings, trade and financial journals or reports.
4. Other sources, including banks, other financial companies, state, county, municipalities, and agencies and other public airports.
5. Background investigations of Proposers submitting proposals may be made to verify information furnished or to secure additional information the Authority may deem necessary or desirable.
6. References

EXHIBIT A

PREMISES

MANDATORY PROPOSAL DOCUMENTS AND REQUIRED FORMS

Proposals must be made in accordance with the conditions described above and include the following information and documents (*Forms A – J*) to be considered a valid proposal for review. Statements must be complete, accurate, in the requested form and must be signed (before a Notary), by an authorized officer of Proposer.

If all information requested by the following forms/questionnaires cannot be adequately answered using the space provided, use additional sheets of paper. Be sure to provide adequate reference to the location of additional pages if other than immediately adjacent to the location of the question.

BY SUBMITTING A PROPOSAL IN RESPONSE TO THIS REQUEST FOR PROPOSALS, PROPOSER AUTHORIZES THE CENTRAL WEST VIRGINIA REGIONAL AIRPORT AUTHORITY TO MAKE ANY INQUIRIES NECESSARY TO DETERMINE THE VALIDITY AND ACCURACY OF THE INFORMATION PROVIDED. PROPOSER FURTHER REPRESENTS AND WARRANTS ALL INFORMATION PROVIDED IS TRUE AND COMPLETE. FAILURE TO PROVIDE THE REQUESTED INFORMATION, INCOMPLETE INFORMATION, MISSTATEMENTS, OR INACCURATE INFORMATION MAY RESULT IN THE REJECTION OF THE PROPOSAL.

FORM A

GENERAL INFORMATION QUESTIONNAIRE

NAME OF FIRM: _____
(EXACTLY AS IT WOULD APPEAR ON AGREEMENT)

PRINCIPAL OFFICE ADDRESS: _____

PRIMARY CONTACT

NAME: _____
POSITION: _____
TELEPHONE: _____
EMAIL: _____

ALTERNATE CONTACT

CONTACT NAME: _____
POSITION: _____
TELEPHONE: _____
EMAIL: _____

-
- FORM OF BUSINESS: SOLE PROPRIETORSHIP
 CORPORATION
 PARTNERSHIP
 JOINT VENTURE
 OTHER (PLEASE SPECIFY) _____
-

Is Proposer a certified Airport Concession Disadvantaged Business Enterprise (ACDBE)?
 Yes No

Proposer DOES DOES NOT wish consideration as ACDBE?

Proposer has satisfied the requirements of the Request for Proposal scope for utilizing Airport Concession Disadvantaged Business Enterprise by the following (*please indicate one*):

_____ The Proposer is committed to a minimum of one percent (1%) ACDBE participation on this agreement.

_____ The Proposer, if unable to meet specific ACDBE participation, is committed to demonstrating and documenting good faith efforts toward ACDBE Participation. (Please attach documentation demonstrating good faith efforts toward ACDBE Participation)

(If certified, provide appropriate documentation.)

SOLE PROPRIETORSHIP INFORMATION

If a business is operating as a sole proprietorship, please provide the following information:

PROPRIETOR'S NAME: _____

ADDRESS: _____

COMPANY NAME: _____

COMPANY ADDRESS: _____

CORPORATION INFORMATION (use for other form or organization such as LLC)

If a business is operating as a corporation, please provide the following information:

1. When incorporated? _____

2. Where incorporated (state)? _____

3. Is the corporation authorized to do business in West Virginia? Yes No

If yes, as of what date? _____

Please supply the following information for each principal officer. (Attach additional pages, if necessary.)

Officer's Name	Position

PARTNERSHIP INFORMATION

If a business is operating as a partnership, please provide the following information:

1. Date of organization: _____

2. Type of partnership: General Limited

3. Business purpose of partnership: _____

4. Has the partnership done business in West Virginia? Yes No

If so, when? _____

Please provide the following for each General Partner. (Attach additional pages, if necessary.)

General Partner's Name & Address	% of Ownership

JOINT VENTURE INFORMATION

If a business is operating as a joint venture, please provide the following information:

1. Date of organization: _____

2. Purpose of joint venture: _____

3. Has the joint venture done business in West Virginia? Yes No

If yes, when? _____

Please supply the following information for each joint venture participant owning 10% or more. (Attach additional pages, if necessary.)

<i>Joint Venture Participant's Name & Address</i>	<i>% of Ownership</i>

FORM B QUALIFICATION STATEMENTS

EXPERIENCE

Proposer has operated food, beverage, and retail concessions at the following locations:

LOCATION #1

DATES: _____

LOCATION: _____

CONTACT'S NAME: _____

CONTACT'S PHONE: _____

LOCATION #2

DATES: _____

LOCATION: _____

CONTACT'S NAME: _____

CONTACT'S PHONE: _____

Proposer's Operating Name

Proposer has operated under its current name since _____, a period of _____ years, and Proposer (if such be the case) formerly operated under the name _____.

Proposer has provided similar services as requested in this RFP for _____ years.

Current Litigation*

The Proposer is is not currently involved in litigation. (If the answer is in the affirmative, please identify the business location and give such information as is required to explain the circumstances.)

(Use additional sheet(s) to explain circumstances if necessary.)

FELONY CHARGES AND CONVICTIONS*

Proposer **has** **has not** been convicted of a felony offense, gross misdemeanor or been indicated in proceedings that may result in charges being brought against Proposer. (If the answer is in the affirmative, please identify the business location and give such information as is required to explain the circumstances including but not limited to name, date, offense and disposition for each item.)

(Use additional sheet(s) to explain circumstances if necessary.)

**Provide information for the individual if Proposer is an individual, for each general partner if Proposer is a partnership, for each joint venture party if Proposer is a joint venture, or for the corporation itself and each chief executive officer, president or similar principle executive officer if Proposer is a corporation or other organized entity.*

FORM C

FINANCIAL INFORMATION

Bond or Surety Cancelled or Forfeited*

Proposer **has** **has never** had a bond or surety or the like cancelled or forfeited. If the response in the affirmative, state the following:

NAME OF BONDING COMPANY: _____

DATE CANCELED: _____

AMOUNT OF BOND: _____

REASON FOR CANCELLATION OR FORFEITURE: _____

Bankruptcy*

Proposer **has** **has never** been adjudged bankrupt (Chapter 7), or petitioned the court for relief under the Bankruptcy Code or Act for either business reorganization (Chapter 11) or the Wage Earner's Plan (Chapter 13). If the response is in the affirmative, state the following:

DATE PETITION FILED: _____

CASE NUMBER AND JURISDICTION: _____

AMOUNT OF LIABILITIES AND DEBTS: _____

DATE OF DISCHARGE OR SUCCESSFUL COMPLETION OF REORGANIZATION OR WAGE EARNER'S PLAN: _____

CURRENT STATUS: _____

STATE: _____

Unfavorable Audit*

Proposer **has** **has never** received an unfavorable audit of its financial performance in conjunction with contractual agreements. Unfavorable audit is defined as an error in payment equal to or in excess of five percent (5%). If the response is in the affirmative, state the following:

NAME OF BUSINESS: _____

LOCATION OF BUSINESS: _____

DATE OF AUDIT: _____

EXPLANATION OF AUDIT DISCREPENCY: _____

Current Litigation*

Proposer **is** **is not** currently involved in litigation that materially affects Proposer’s ability to operate at the Airport. (If the answer is in the affirmative, identify the business location and give such information as is required to explain the circumstances.)

Lien*

Has any Federal/State government entity initiated a tax lien for any reason against Proposer?

Yes **No**. If the response is yes, please provide a copy of the lien paperwork and the following information:

NAME OF BUSINESS: _____

LOCATION OF BUSINESS: _____

DATE LIEN IMPOSED: _____

DATE LIEN REMOVED: _____

REASON FOR LIEN: _____

FORM D REFERENCES

Proposer submits the following list of persons or firms with whom Proposer has conducted business with during the past three years substantially related to its parking management business operations, and who may be contacted by the Central West Virginia Regional Airport Authority. If firms are used, give the name of the firm and/or person whom we may contact. **Attach letters of reference from each of the entities/firms listed below.**

Business Reference #1

NAME: _____
TITLE: _____
FIRM: _____
ADDRESS: _____

PHONE NUMBER: _____
GROSS SALES: _____

Business Reference #2

NAME: _____
TITLE: _____
FIRM: _____
ADDRESS: _____

PHONE NUMBER: _____
GROSS SALES: _____

Business Reference #3

NAME: _____
TITLE: _____
FIRM: _____
ADDRESS: _____

PHONE NUMBER:

GROSS SALES:

FORM F INSURANCE

CERTIFICATE OF INSURANCE

INSURANCE

Contractor shall provide General/Public Liability and Automobile Liability Insurance with limits not less than \$1,500,000 Single Limit, and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; shall be with a company approved by the Central West Virginia Regional Airport Authority; and shall provide for the following; Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability. The **“Central West Virginia Regional Airport Authority” shall be named as Additional Insureds** under the General/Public Liability, Excess/Umbrella Liability*, and Automobile Liability, or as an alternate, Contractor may provide Owners-Contractors Protective policy, naming itself and the Central West Virginia Regional Airport Authority. Contractor shall also provide evidence of Statutory West Virginia Worker’s Compensation Insurance. Contractor to provide Certificates of Insurance evidencing all such required coverages with the **“Central West Virginia Regional Airport Authority” shall be named as Additional Insureds**, with 30-days’ notice of cancellation, non-renewal or material change provisions included. The Central West Virginia Regional Airport Authority does not represent or guarantee that these types or limits of coverage are adequate to protect the Contractor’s interests and liabilities.

If a certificate of insurance is provided, the form of the certificate shall contain an unconditional requirement that the insurer must notify the Central West Virginia Regional Airport Authority without fail not less than 30 days prior to any cancellation, non-renewal or modification of the policy or coverage’s evidenced by said certificate and shall further provide that failure to give such notice to the Central West Virginia Regional Airport Authority will render any such change or changes in said policy or coverages ineffective as against the Central West Virginia Regional Airport Authority.

The use of an “Accord” form as a certificate of insurance shall be accompanied by two forms – 1) ISO Additional Insured Endorsement (CG 2010 pre-2004); and 2) Notice of Cancellation Endorsement (IL 7002) or equivalent, as approved by the Central West Virginia Regional Airport Authority.

**An umbrella policy with a “following form” provision is acceptable if written verification is provided that the underlying policy names the Central West Virginia Regional Airport Authority as additional insureds.*

Complete the following insurance company information:

Firm Name: _____

Address: _____

Agent: _____

Phone No: _____

Fax No:

PROPOSER OR AGENT

For _____
FIRM OR CORPORATION

**PROOF OF INSURANCE MUST BE
PROVIDED PRIOR TO CONTRACT
EXECUTION**

FORM G
SIGNATURE PAGE

Each individual executing this proposal on behalf of a corporation or business represents and warrants that he/she has been authorized to do so by the Board of Members or other concerned parties who have an interest in the business.

Each individual executing this proposal certifies with their signature below that the information contained in the proposal is true and accurate to the best of their knowledge and acknowledges that the Central West Virginia Regional Airport Authority reserves the right to reject any proposal found to contain fraudulent information.

No proposal shall be accepted which has not been signed in the appropriate space(s) below.

The Authority is soliciting competitive proposals pursuant to a determination that such a process best serves the interests of the Authority. The Authority reserves the right to accept or reject any or all proposals; to waive any formality of the proposal form; to negotiate with the selected Proposer; to modify or amend, with the consent of Proposer, any proposal prior to acceptance; to waive irregularities and nonconformities, and to make an award not based solely on the proposal most lucrative to the Authority, all as the Authority in its sole judgment may deem to be in the Authority's best interest. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final proposals. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Proposers. If successful Proposer refuses to enter into the Agreement, the right is reserved to accept the proposal of any other qualified Proposer without re-advertising.

I affirm that I have read and understand all the provisions set forth in this RFP invitation. I, the undersigned, guarantee our proposal meets or exceeds specifications contained in the RFP document. Our firm will comply with all provisions and conditions as specified. All requested information has been submitted as requested.

BUSINESS OR CORPORATION NAME

BY: _____

TITLE: _____

DATE: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 2019.
MY COMMISSION EXPIRES: _____

- FORM MUST BE SIGNED AND NOTARIZED -

FORM H
MENU, PRODUCT, PRICING, AND EQUIPMENT LIST

FORM I
EXCEPTIONS TO PROPOSED AGREEMENT

FORM J

Pro Forma

Proposers should develop a pro forma of anticipated revenues from the Authority concession based on the information provided in this RFP. Please attach the pro forma for review in the evaluation process. The pro forma should represent a good faith estimate.