MONROE COUNTY AIRPORT AUTHORITY

REQUEST FOR PROPOSAL
For
Food & Beverage Concession
at the Greater Rochester International Airport

June 22, 2012

Monroe County Airport Authority
1200 Brooks Avenue
Rochester, New York 14624

NO RESPONSE FORM

If you choose not to respond to this Request for Proposal, please fax this form back to the MONROE COUNTY AIRPORT AUTHORITY at your earliest convenience, to the attention of:

Stephanie Lucania, RFP Coordinator
Monroe County Airport Authority
1200 Brooks Avenue
Rochester, NY 14624
Fax (585) 753-7008

Name of RFP: Food and Beverage Concession at the Greater Rochester International Airport

Company: _____
Address: _____
_____
_____

Contact: _____
Contact Phone: _____
Email: _____

Reason for No-Response:
Project capacity. _____
Cannot quote competitively. _____
Cannot meet delivery requirements. _____
Cannot meet specifications. _____
Do not want to do business with the Monroe County Airport Authority. _____
*Other: _____
_____
_____

Suggested changes to RFP
Specifications for next Request for Proposal _____
_____
_____
_____

* Other reasons for not responding might include insufficient time to respond, do not offer product or service, specifications too stringent, scope of work too small or large, unable to meet insurance requirements, cannot meet delivery or schedule requirements, etc.

TABLE OF CONTENTS

Section 1 – Invitation to Participate …… 4
1.1 Purpose and Objective …… 4
1.2 Restriction on Communication…… 4
1.3 RFP Coordinator; Issuing Office …… 4
1.4 Written Questions/Requests for Clarification …… 5
1.5 Conformance Laws…… 5
1.6 ACDBE Policy and Obligation…… 5
1.7 Non Discrimination Policy …… 5
1.8 Incurring Costs …… 6
1.9 Authority's Rights and Intentions …… 6
1.10 Timeline …… 6
1.11 Background: The Greater Rochester International Airport…… 7
Section 2 – Food and Beverage Concession Scope of Services…… 7
2.1 General Security Requirements…… 7
2.2 Minimum Qualifications to Propose…… 8
2.3 Concession Location…… 8
2.4 Historical Data…… 9
2.5 As is Condition and Capital Improvements…… 9
2.6 Redevelopment and Installation Considerations…… 9
2.7 Customer Service Policies and Standards…… 10
2.8 Menu…… 11
2.9 Minimum Annual Guarantee…… 12
Section 3 – Specific Proposal Requirements …… 12
3.1 Submission of Proposal…… 12
3.2 Response Date …… 13
3.3 Clarification of RFP and Questions …… 13
3.4 Addenda to the RFP …… 13
3.5 Submission Requirements – List of Required Attachments and Forms …… 13
3.6 Evaluation and Proposer Responsibility…… 17
3.7 Investigations …… 18

Section 4 – General Information for the Proposer…… 18
4.1 Food & Beverage Concession Agreement…… 18
4.2 Finalizing the Agreement…… 19
4.3 Acceptance of Proposal Content…… 19
4.4 Material Submitted…… 19
4.5 Proposal Certification…… 19

Appendices
Appendix A – Sample Food and Beverage Concession Agreement
Appendix B – Monroe County Airport Authority Procurement Disclosure Policy
Appendix C – Required Forms

Exhibits
Exhibit A: Terminal Map and Location of Concession
Exhibit B: Concession Design Guidelines

SECTION 1 – INVITATION TO PARTICIPATE

1.1 Purpose and Objective

The Monroe County Airport Authority ("the Authority") is seeking a qualified concessionaire to operate a food and beverage concession at the Greater Rochester International Airport Terminal, 1200 Brooks Avenue, Rochester, New York 14624.

In responding to this RFP, Proposers must follow the prescribed format as outlined in Section 3. By so doing, each Proposer will be providing the Authority comparable data submitted by other Proposers and, thus, be assured of fair and objective treatment in the review and evaluation process.

1.2 Restriction on Communication

Pursuant to State Finance Law §§ 139-j and 139-k, this RFP includes and imposes certain restrictions on communications between the Authority/Monroe County and an Applicant. During the procurement process, an Applicant is restricted from making contacts from the earliest notice of intent to solicit proposals through final award and approval of the Professional Services Contract by the Authority ("restricted period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law § 139-j(3)(a).

A designated RFP Coordinator, as of the date hereof, is identified in the next paragraph of this solicitation. Authority/Monroe County employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the applicant pursuant to these two statutes. Certain findings of non responsibility can result in rejection for contract award and in the event of two findings within a 4-year period; the Applicant is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found in the Authority's Policy of Procurement Disclosure which is included in this RFP as Appendix B.

Proposers may communicate with Authority and/or Monroe County personnel regarding other business matters relative to Authority and/or County business.

1.3 RFP Coordinator; Issuing Office

This Request for Proposal ("RFP") is issued for the Monroe County Airport Authority. Pursuant to Restrictions on Communications described in the paragraph above, the RFP Coordinator, identified below, is the sole point of contact regarding this RFP from the date of issuance until the selection of the successful Applicant.

Stephanie Lucania, RFP Coordinator
Department of Aviation
Greater Rochester International Airport
1200 Brooks Avenue
Rochester, NY 14624
Fax: (585) 753-7008
Telephone: (585) 753-7155
Email: slucania@monroecounty.gov

1.4 Written Questions/Requests for Clarification

To maintain a fair and impartial competitive process, the RFP Coordinator will respond only to written questions (including electronic mail) submitted within the specified timeframe (refer to "Timeline" below). This is the only opportunity for applicants to ask questions as to form and content and also to request additional information with regard to operation of the food and beverage concession.

1.5 Conformance to Laws

A successful Proposer shall agree to conform and be subject to all of the terms and conditions of applicable Federal, State and local laws and regulations, including but not limited to those of the Department of Transportation of which the Federal Aviation Administration (FAA) is a part, New York State, Monroe County and the Monroe County Airport Authority.

1.6 ACDBE Policy and Obligation

It is the policy of the Authority, Monroe County and the FAA that airport concession disadvantage business enterprises (ACDBE) shall have the maximum opportunity to participate in any activity, service or facility at the Airport under agreement, lease, contract with or franchise from the Authority. A successful Proposer shall agree to make good faith efforts to ensure that business concerns owned and controlled by socially and economically disadvantaged individuals as defined in the U.S. Department of Transportation's regulations, 49 CFR Part 23 and 26, as amended, participate in at least 10% of the activity, service or facility provided by a Proposer during the entire term of its agreement by means of a joint venture, partnership, franchise or any other legal arrangement that results in bona fide ownership and control of the activity, service or facility.

If a selected Proposer is unable to achieve this goal under joint venture, partnership, franchise or similar legal arrangement, the Proposer shall seek to obtain the required DBE participation by other means, such as the purchase of goods, services, supplies and/or products from certified ACDBE vendors. In the event that a selected Proposer for this solicitation qualifies as a certified ACDBE, the agreement goal shall be deemed to have been met.

Reporting: Each year, no later than March 31st, Proposer shall provide the Authority with the following information related to the previous concession year: the name and address of each certified DBE with which they have done business during the past year, a description of the nature of the services performed by and/or items purchased from each firm named, and the dollar value of each transaction. If a Proposer fails to achieve the 10% goal stated herein, it will be required to provide documentation demonstrating that it made good efforts in attempting to do so.

1.7 Non Discrimination Policy

It is the policy of the Authority to assure that no person shall, on the basis of age, marital status, handicap or disability, genetic predisposition or carrier status, race, color, creed, sexual orientation, sex, military service or national origin be excluded from participating in any activity conducted with or benefiting from funds received from the operation of the Airport. To the extent that a selected PROPOSER participates in the activity of the Authority at the Airport, the selected PROPOSER shall be required to assure the Authority that it will not discriminate in the

performance of its activity at the Airport on the grounds of age, marital status, handicap or disability, genetic disposition or carrier status, race, color, creed, sexual orientation, sex or national origin, and that at all times it will abide by the applicable provisions of the Human Rights Law of the State of New York as set forth in Section 290 – 301 of the Executive Law of the State of New York.

1.8 Incurring Costs

The Authority is not liable for any costs incurred by applicants in the preparation of their proposal or by a selected PROPOSER prior to execution of a Contract.

1.9 Authority's Rights and Intentions

The Authority shall have the right at any time to withdraw this RFP, to issue amendments or addenda thereto, to issue a new RFP, to extend or otherwise change any deadlines or time periods, to reject all or any proposals received, to interview all, any or none of the firms or individuals so responding, to invite any firm or individual specifically to respond to this RFP, or to award one or more or no contracts for the provision of all or any portion of the services described herein on such terms and/or conditions as the Authority may deem necessary or desirable. The Authority's actions and decisions in this regard shall be within the sole and complete discretion and judgment of the Authority, exercisable by the Authority solely as it sees fit. The Authority shall have no responsibility or liability to any individual or entity whatsoever for any claimed cost, expense, loss, judgment, damage or liability of any kind, direct or indirect, with respect to or arising out of the issuance of this RFP, any responses thereto, any errors, omissions, or misstatements of fact contained herein or any other documents or information provided by the Authority or any actions, inactions, decisions or omissions by the Authority with respect thereto.

1.10 Timeline

The schedule of events for this RFP is **anticipated** to proceed as follows:

- This RFP will be distributed on June 22, 2012.

- An information meeting and tour of the concession space will be conducted on Monday, July 9, 2012 at 10:00 a.m. Eastern Standard Time for all proposers who submit the Registration Form to Receive Addenda. Tour will begin in the International Arrivals Hall. This will be the only tour conducted for this proposal. Please RSVP to slucania@monreocounty.gov how many will be attending the tour.

- All requests for RFP clarification must be submitted in writing to the RFP Coordinator at the address provided in Section 1.3 and received no later than 3:00 PM EST on July 10, 2012.

- All questions will be answered and documented in writing as an Addenda to the RFP. These are anticipated to be sent out to all Respondents who submit the Registration Form to Receive Addenda no later than July 13, 2012.

- **Final RFP submissions must be received by 3:00 PM EST on July 20, 2012** at the address shown in Section 3.1 (A). The right to withdraw will expire on this date and time.

Refer to Section 3, in its entirety, for specific proposal requirements. **There will be no public opening of the proposals.**

- Monroe County Airport Authority Board Meeting to Approve Contract

1.11 Background: The Greater Rochester International Airport

The Greater Rochester International Airport (ROC) is owned by Monroe County and is leased to and operated by the Monroe County Airport Authority (the Authority), a public benefit corporation. There are approximately 1350 airport employees.

In 2011 enplanements were 1,209,746 and deplanements were 1,199,708 serving a total of 2,409,454 passengers. The Authority cannot predict the effect that the economy or future air carrier expansions, contractions, or relationships will have on concession activity under any Agreement. Each Proposer is cautioned, therefore, to use its discretion when proposing.

Major businesses located in Rochester include University of Rochester/Strong Health, Xerox Corp., Wegmans Food Markets, Inc., Bausch & Lomb, Constellation Brands and Paychex, Inc. Rochester is a nationally recognized center of higher education and research that includes the University of Rochester and Rochester Institute of Technology. Rochester has industry expertise in fields such as alternative energy, biotech and life sciences, food and beverage manufacturing, and optics and imaging.

Six airlines currently lease ticket counters and gates in the Terminal under a residual Signatory Agreement: AirTran Airways, American Eagle Airlines Inc., JetBlue Airways Corporation, Delta Air Lines, Inc., United and US Airways. Other airlines serving Rochester (AIRPORT) as affiliate carriers for the above tenants include Air Georgian for Air Canada, Air Wisconsin, ExpressJet Airlines, Chautauqua, Colgan Air, CommutAir, Continental, Freedom, Go Jet, Mesaba, Piedmont, Pinnacle, Republic, Shuttle America and Trans States.

ROC is committed to providing a safe, efficient, well-maintained and attractive facility for its users. The size of the Terminal is approximately 375,000 square feet. The main structure is two (2) stories high with two (2) similar one-story concourses providing a total of twenty-one (21) gates. ROC functions primarily as an Origination and Destination (O&D) with major activities (except Sunday) in the early morning departure period when twenty (20) or more flights leave between 5:00 am and 7:30 am. AIRPORT's infrastructure has the capability to handle all types of aircraft including DC-10's and Airbus 300's.

SECTION 2 – FOOD AND BEVERAGE CONCESSION SCOPE OF SERVICES

2.1 General Security Requirements

The Food Court concessions are behind the centralized security checkpoint. After this point no sharp objects may be left unattended. Knives used in food preparation must be kept out of reach of anyone over the counter. They must be locked away when the concession is closed.

Only ticketed passengers and individuals who have an Airport Security Badge have access to the Food Court. All others requesting access for deliveries, meetings, construction, installation or maintenance purposes, etc. require a Badged escort to be by their side at all times.

Concession employees will need to meet all deliveries at the Terminal loading dock and either receive the delivery without leaving the dock or accompany the delivery personnel through security to the concessionaire's storage area. All deliveries are inspected by Airport Security Personnel.

All potential concession employees will undergo a security screening process before they can receive an Airport Security Badge. This screening process includes a 10-year history and verification, fingerprinting for a criminal record search and a security orientation. The process usually takes one (1) to three (3) weeks and a fee of $50 is charged per person screened.

Compliance with All Security Requirements

All tenants behind the Security Checkpoint are required to fully comply with the stringent requirements of the Transportation Security Administration (TSA) to ensure the safety of the public and all ROC and airline personnel including themselves as well as ROC and airline property. ROC security provides a required orientation program to familiarize everyone working at ROC with TSA requirements. Endangerment caused by non-compliance can result in federal fines payable by the Concessionaire and possible default of the Concession Agreement.

2.2 Minimum Qualifications to Propose

Each Proposer must demonstrate sufficient experience owning or managing a restaurant. This experience requirement may be met by the proposer or an identified owner, manager, or executive officer of the Proposer.

Any Proposer that currently contracts with the Monroe County Airport Authority or Monroe County must be in good standing for its proposal to be considered responsible. For the purpose of this RFP, good standing refers to compliance with all contractual provisions, including payment of financial obligations.

2.3 Concession Location

The offered concession space is an existing permanently located store front in the center of the Food Court behind the Security Checkpoint consisting of approximately one thousand one hundred ninety-seven (1,197) square feet.

The location of the existing space is shown in Exhibit A as are the locations of the existing concessions.

Existing ROC concessionaires are eligible to submit proposals for this location. Should a current airport concessionaire be successful in the proposal process, the proposer with the next highest score will have right of refusal for that concessionaire's current space.

2.4 Historical Data

Year	Total Gross Sales for all Food & Beverage Concessions at AIRPORT
2010	**$4,460,895.04**
2011	**$4,249,008.96**

The gross sales information provided in the table above is from data reported to ROC and is for informational purposes only. The Authority does not warrant the accuracy of said information nor does it represent in any way that passenger enplanement levels or gross revenues achieved in the past will be achieved in future years. Each proposer shall assume the responsibility of assessing on its own behalf potential Airport passengers and employees and gross revenues from the management and operation of the food and beverage concession.

2.5 As is Condition and Capital Improvements

As Is Condition: The concession premises shall be available to the proposer in an "as is" condition. All leasehold improvements must be provided by the successful proposer in compliance with the Concession Design Guidelines attached as Exhibit B.

Initial Capital Improvements: The successful proposer is required to spend a minimum of $50,000.00 for equipment, furnishings and fixtures, and leasehold improvements. All improvements will be evaluated according to value and appropriateness to meet the food and beverage service requirements as outlined in this RFP. The successful proposer will be required to strictly adhere to the concession design guidelines.

Capital Improvements: Additional capital improvements may be required as a condition of any extension.

2.6 Redevelopment and Installation Considerations

The Airport is looking for an open concept concession area which creates an inviting environment to customers.

1. Each proposer shall submit detailed plans for the space. Photos or drawings of the space with new signage and any additional service requirements are required to be included in the submitted materials. Additional information and/or some modifications may be requested as part of the proposal review and selection process.

2. In order to present an aesthetically uniform and appealing appearance within the Terminal, any changes need to conform to the Concession Design Guidelines attached as Exhibit B.

3. Be advised that changes to the hard wall construction of the customer access to the space may be modified at the proposer's discretion within the limits shown on the sketch in the attached Exhibit B. The south wall is currently a sliding gate access to secure the space

when the facility is closed, a south portion of the west wall could be removed to expand the public access to the space. Appropriate terminations of existing walls and structure would be the responsibility of the proposer and should be described in proposal being submitted.

4. Existing electrical and gas service and/or venting or plumbing may not be adequate. An allocation for cost and time to install additional services and/or mechanicals should be included in proposer's estimated investment.

The concession must be open for business within forty-five (45) days from the Effective Date of the Agreement. If redevelopment does not progress within this time frame, the Authority shall have the right to terminate the Agreement as a matter of default.

2.7 Customer Service Policies and Standards

ROC is the gateway into Rochester, Monroe County, the Lake Ontario and Finger Lakes resort areas. The appearance of ROC and the services it provides to both business and family travelers need to reflect the high standards of this community.

The Department of Aviation shall require that certain standards of service be maintained at all times. These standards include, but are not limited to providing:

- Food service seven (7) days a week, usually from 5 a.m. to 7:30 p.m. (see details below)
- For the use of debit and major credit cards to make purchases
- Fair market pricing. Items should not be priced more than 10% above the average price in Greater Rochester/Monroe County.
- Products that are fresh, appealingly displayed and packaged/served
- Clean, well maintained and attractive premises (see details below)
- Pleasant, polite and efficient staff (see details below)

Hours of Operation: Food & Beverage Concessions are required to be open seven (7) days a week. Food concessions offering breakfast are expected to be open one half hour before the first scheduled daily departure and all concessions are expected to close no earlier than the last scheduled departing flight of the day. Flight times are determined by commercial flight schedules. **The Airport currently sustains its highest level of activity Monday through Friday during the early morning hours.** A Proposer shall not change the hours of operation in its Agreement without the written consent of the Director of Aviation.

Employees: The Proposer shall employ or permit the employment of only those individuals who shall assure a high standard of service and safety to the public. While on duty employees shall be neat in appearance, appropriately attired and courteous. While on Airport property no employee shall use improper language, act in a loud, boisterous improper manner which may suggest unsafe behavior, or be permitted to solicit business outside their leased space in any manner.

All concession employees behind the Security Checkpoint shall be required to complete a Security screening process that includes fingerprinting and employment history verification in order to obtain security badges. Those who do not pass this security screening cannot be employed by the Concession.

Maintenance of Premises: The Proposer shall maintain and operate the premises in a first class manner and shall keep the space in a clean, orderly and inviting condition. The Proposer shall be responsible for the maintenance and general housekeeping of its premises.

Any deviation from these standards shall require the written approval of the Director of Aviation. Should the Proposer be found to be out of compliance with any of the above, they will be given five (5) business days to improve customer service. After five (5) days a fine or other penalty shall be applied until the situation is resolved to the Director of Aviation's satisfaction.

Scope of Services - Parameters

A written plan must be included in the Proposal that indicates the scope of food services that the Concessionaire shall provide. **This RFP requires that the concession be open thirty (30) minutes before the time of the first flight out of the day and offer breakfast as well as lunch/dinner/snack selections and be ready to provide a boarding passenger with appropriate packaging for carry on.** The Selection Committee reserves the right to request additional details as deemed necessary.

The premises shall be used for the sole purpose of operating an airport food concession. Any activity or item deemed by the Director of Aviation to be inappropriate or in conflict with other contracts in effect at ROC shall not be permitted.

The Concessionaire shall pay for all expenses in connection with the use of the premises and the rights and privileges granted, included but not limited to employee parking (currently $20/month), utilities, taxes, permit fees, license fees and assessments lawfully levied or assessed upon the premises thereof and that it shall secure and maintain all permits and licenses as required.

Rights of Other Concessions

The operations of this concession cannot infringe on the rights of any other concession agreements or leases currently in place at the AIRPORT. These rights include, but may not be limited to the following:

1. No concession deriving more than 25% of its gross annual sales from the sale of hamburgers, ground beef patties and/or French fries, including but not limited to Burger King, Wendy's, or Taco Bell, shall be granted the right to operate on the 2nd floor in the Terminal.
2. Another retail store anywhere in the Terminal wherein 15% of its gross annual sales are from the sales of newspapers, magazines, books and/or other print publications.

It is the goal of the Authority to provide diversity of choice, rather than a duplication of food selections already available.

2.8 Menu

The concept will be required to offer a variety of breakfast, lunch/dinner, dessert and beverage items as well as "grab and go" option for passengers. Since the Airport currently sustains its highest level of activity Monday through Friday during the early morning hours it is a requirement for the proposer to offer breakfast items.

2.9 Minimum Annual Guarantee

A proposer must propose **both** a Minimum Annual Guarantee (MAG) and percentage of gross sales as rent. An example of this would be the greater of $18,000/year or 10% of gross sales.

SECTION 3 – SPECIFIC PROPOSAL REQUIREMENTS

3.1 Submission of Proposal

A. **Acceptance Period and Location.** To be considered, Proposers must submit a complete response to this RFP. Please refer to Section 3.5 for detailed submission requirements. Proposers not responding to all information requested in this RFP or indicating exceptions to those items not responded to may have their proposals rejected as being non-responsive.

One (1) original, with five (5) copies and one (1) electronic copy in PDF version of the complete response to this RFP must be received in the Department of Aviation on the second floor of the Airport Terminal **no later than 3:00 p.m. Eastern Standard Time, on July 20, 2012** addressed to:

Stephanie Lucania, RFP Coordinator
Department of Aviation
Greater Rochester International Airport
1200 Brooks Avenue
Rochester, NY 14624

Faxes and emails of any material other than as required above will not be accepted. The Proposers will make no other distributions of their package. An official authorized to bind the submitting entity must sign the required forms. Packages should be sealed and must be identified on the outside of the package by the words **"Statement of Proposal for a Food and Beverage Concession at the Greater Rochester International Airport"**. Any Statement of Proposal received after the deadline date and time shall be eliminated from consideration, marked "too late" and returned to sender unopened. Proposers are advised to use hand delivery or express delivery services to ensure receipt of their package by the submission deadline. Any changes to and the right to withdraw a Proposal will also expire at this date and time.

B. **Withdrawal Notification.** Proposers receiving this RFP who do not wish to submit a proposal should reply with the "No Response Form" [page 2 of this RFP] to be received by the indicated contact on the form no later than the proposal submission date. This RFP is the property of the Monroe County Airport Authority and may not be reproduced or distributed for purposes other than proposal submission without the written consent of the Authority.

C. **Economy of Preparation.** Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFP. Expensive bindings, color displays,

promotional material, etc. are not necessary or desired. **Emphasis should be concentrated on accuracy, completeness, and clarity of content.** All parts, pages, figures, and tables should be numbered and clearly labeled. Vague terms such as "Proposer complies" or "Proposer understands" should be avoided.

3.2 Response Date

To be considered, sealed proposals must arrive to the location on or before the time and date specified in Section 3.1(A). **Requests for extension of the submission date will not be granted.** Proposers mailing proposals should allow ample delivery time to assure timely receipt of their proposals

3.3 Clarification of RFP and Questions

Questions that arise prior to or during proposal preparation (other than during the Informational/Pre-Proposal meeting) must be submitted **in writing or via email** pursuant to instructions in Section 1.4 of this Request for Proposal. Questions and answers will be provided to all Proposers who have received RFPs and **returned the Registration Form to Receive Addenda**. No contact will be allowed between the Proposer and any other member of the Authority with regard to this RFP during the RFP process unless specifically authorized in writing by the RFP Coordinator. Prohibited contact may be grounds for Proposer disqualification.

3.4 Addenda to the RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all that received the original RFP. It is the responsibility of each Proposer to be properly registered with the Department of Aviation Airport Administration Office by immediately returning the enclosed (see Appendix C) **Registration Form to Receive Addenda**. An acknowledgment of such addenda, if any, must be submitted with the RFP response.

3.5 Submission Requirements – List of Required Attachments and Forms

One (1) original, with five (5) copies and one (1) electronic copy in PDF version (on compact disc or flash drive) of the proposals shall be submitted in the form and manner set forth in the attached *Form of Statement of Proposal* located in the section entitled “Required Forms”. In order to evaluate each set of submissions equally the forms and documents listed below shall be included in the same order as the items listed in this section and be divided into tabbed sections that correspond to the headings listed. Failure to provide this required information will result in disqualification. Information provided to the Authority that the applicant wishes to have treated as proprietary and/or confidential trade information should be identified and labeled “Confidential” or “Proprietary” on each page and should include a written request to except it from disclosure.

A. **Cover Letter**. Executed as instructed in the *Form of Statement of Proposal.*

B. **Table of Contents.** Include a Table of Contents at the beginning, which clearly outlines the contents of your proposal.

C. **Proposer's deposit.** Proposals' must be accompanied by a certified cashier's Check in the amount of $5,000.00 payable to the Monroe County Airport Authority. The successful Proposer's deposit will be credited toward the security deposit. Others will be returned following award.

D. **Qualifications and Experience.** Each Proposer shall detail the number of years and extent of their food and beverage service experience to meet the minimum qualifications listed in Section 2.2. Include a brief history of the company(ies). Note any changes in company name(s) and ownership structure(s) and any other names under which the company(ies) exist today. The Proposer may include any additional information it deems necessary to demonstrate experience in this type of service.

- Include brief resumes of all principal participants
- Include list of four (4) business/bank references

E. **Management and Operations Plan.** Each Proposer shall attach a description of the management structure to be used in the proposed operation. Include a resume or job description for the on-site manager(s) proposed to be assigned to the concession operation at the Airport. Illustrate the reporting relationships between corporate and on-site management and between all on-site staff.

- Include role of principal participants
- Include Customer Service Programs and/or philosophy
- Include Policies and Practices

F. **Food and Beverage Concept, Menu and Marketing Plan.** Each Proposer shall provide a scope of services including proposed menu and descriptions of its concept and marketing plan.

G. **Proposed Food and Beverage Concession Design and Capital Improvements.** Each Proposer shall provide a narrative description of the proposed capital improvements to be made and the design theme of the proposed food and beverage concession.

- attach renderings depicting the interior and exterior views; the overall design concept and general color scheme, fixtures; and interior and exterior signage; and
- include itemized estimated total cost for concession design, construction, installation
- Include a time frame for concession design, construction and installation

H. **Financial Condition of Proposer**. Proposer shall submit financial history covering the last three years. Attach the most recent copy of your latest financial statements prepared by an independent certified public accountant in accordance with generally accepted accounting principles. Also include the following information: current balance sheet, statement of revenues and expenses, statement of cash flows and appropriate notes to these documents. 501(c)(3) organizations must submit their most recent Form 990.

I. An executed **Offerer Disclosure of Prior Non-Responsibility Determinations** in the form attached hereto.

J. An executed **Affirmation of Understanding and Agreement of Permissible Contracts** in the form attached hereto.

K. An executed **Certification Regarding Debarment, Suspension and Responsibility** in the form attached hereto.

L. An executed **Non-Collusion Certificate** in the form attached hereto.

M. An executed **Statement of Proposal Acknowledgement** in the form attached hereto.

N. **Insurance Requirements.** The Proposer shall procure and maintain at its own expense during the term of the Agreement and any renewal, the following coverage and provide proof of current coverage in the form of Certificate(s) of Insurance or other document(s) acceptable to the County Attorney: insurance the type and amounts hereinafter provided, issued by insurance companies authorized to do business in the State of New York, covering all operations under the Contract whether performed by the Proposer or by his subcontractors.

The successful Proposer shall furnish to the Authority a certificate or certificates of insurance in a form satisfactory to the Monroe County Attorney showing that he has complied with all insurance requirements set forth in the contract for services, that certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the Authority. Except for Worker's Compensation Insurance, no insurance required herein shall contain any exclusion of municipal operations performed in connection with the Contract resulting from this proposal solicitation. The kinds and amounts of insurance are as follows:

a. WORKERS' COMPENSATION AND DISABILITY INSURANCE: The Proposer agrees to provide the Authority with proof of New York State Workers' Compensation Insurance in the form of a Certificate provided to the Authority, or provide evidence of a self-insurance program satisfactory to the County Attorney. "ACORD" forms are not accepted as proof of Workers' Compensation. Acceptable forms are C-105.2 (insurance carrier), U-26.3 (State Insurance Fund), SI-12 or GSI-105.2 (if self-insured).

   Such policies shall be issued by a company or companies licensed to do business in the State of New York and in good standing and shall be in a form approved by the County Attorney. Current Certificates of Insurance shall be required to accompany the executed Concession Agreement as Attachment 1. In subsequent Concession Years current Certificates shall be remitted annually to: Monroe County Airport Authority, 1200 Brooks Avenue, Rochester, New York 14624. If the Proposer fails to obtain the insurance required hereunder, the Authority may treat such failure as a default on the Proposer's obligation hereunder or the Authority may secure such insurance at the expense of the Proposer.

All insurance policies required to be carried under this Agreement by the Proposer shall provide that (and any certificate evidencing the existence of any insurance policies shall certify that) unless the Authority shall have been given thirty (30) days written notice of any cancellation, failure to renew, or material change as the case may be, the insurance shall not be canceled and shall continue in full force and effect, and no material change may be made in the insurance policy.

b. COMPREHENSIVE GENERAL LIABILITY INSURANCE

Covering any and all claims for injuries, including personal injury and property damage insurance, fire, legal, products liability coverage, and contractual coverage of this Agreement, covering any and all claims for injuries and all aspects of its operation, whether within or without the Premises, of not less than $1,000,000.00 single limit of liability for personal injury to or death of any one person in any one accident; $2,000,000 for personal injury to or death of two or more persons in any one accident; and $3,000,000 in the aggregate which may be covered by an umbrella rider policy; and $1,000,000 for damage to property per occurrence.

c. CASUALTY INSURANCE The Proposer further agrees to be responsible for and to either accept said liability or to provide for and in the name of the Authority, the County and the Proposer as their respective interests may appear, a fire and extended coverage insurance policy, including boiler, sprinkler and leakage in an amount not less than the Full Replacement Value of the Premises including the floors, halls, roof, windows and improvements of that portion of the Terminal and/or Parking Garage Facility encompassing the Premises. "Full Replacement Value" shall mean actual replacement value, exclusive of the cost of excavation and foundations, of that portion of the Terminal encompassing the Premises. Full Replacement Value shall be determined from time to time but at least every sixty (60) months. In any event, Proposer shall be responsible for any property damage caused by the fault or negligence of the Proposer, their respective employees, agents or patrons whether covered by insurance.

If the Proposer has any other property insurance coverage covering their own property or the property of others, then all such policies shall include a waiver by the insurer of all right of subrogation against the Authority and the County in connection with any damage or injury thereby insured against, even if such damage or injury shall be brought about by the fault or negligence of the Authority or the County, or their respective employees, agents or patrons, as long as the same is attainable.

d. AUTOMOBILE LIABLILITY INSURANCE Covering the operation of the Proposer's automobiles with liability limits of $3,000,000 for personal injury and/or property damage per occurrence. Such policy may contain a $2,500 deductible.

Such policy or policies shall name both Monroe County and the Monroe County Airport Authority as additional insureds and provide additional insured endorsement showing same (ACORD Form alone is insufficient for additional insured proof). Whenever more than $1,000,000 liability insurance is required by this Agreement, the excess may be covered by an umbrella policy. The Proposer may elect to self-insure for all or part of the required coverage upon providing evidence of a self-insurance program satisfactory to the County Attorney.

O. Exceptions to the Food and Beverage Concession and Lease Agreement. For all exceptions to the Food and Beverage Concession and Lease Agreement, the Proposer must indicate on a separate sheet labeled "Exceptions Taken to the Food and Beverage Concession and Lease Agreement," the section number of any requirement to which an exception is being taken and an explanation of their position. It is not intended that new contract wording be proposed by the Proposer, but rather that the Proposer explain their position so that the conflict can be evaluated. If no exceptions are noted, the Proposer is presumed to have agreed with all sections of the standard contract.

3.6 Evaluation and Proposer Responsibility

A. Method of Evaluation

The Selection Committee, composed of representatives from the Monroe County Department of Aviation and the Authority will evaluate and consider proposals offered by qualified Proposers according to criteria the Authority deems pertinent to these services, which may include, but may not be limited to, the following:

- Qualifications and Experience
- References
- Management and Operations Plan
- Food & Beverage concept, menu and marketing plan
- Concession Design and quality of improvements
- Proposed Capital Improvement
- Proposed MAG and Percentage of Gross Sales
- Financial Condition of Proposer
- ACDBE Participation
- Other pertinent criteria

In the event the Selection Committee desires further information or clarification regarding any proposal, the Selection Committee may request such information from a Proposer or, at its option, elect to interview one (1) or more of the Proposers. Interviews will be based upon the Request for Proposal and information provided in the Proposer's proposal as well as other information requested by the Selection Committee. The Selection Committee will only conduct interviews as it deems necessary.

The Selection Committee reserves the right to reject any or all proposals and takes no responsibility for the cost of preparation. Submitted Proposals are the property of the Authority

and will not be returned.

B. Proposer Responsibility

Minimum Requirements: The execution and submission of all **Required Forms** attached hereto. Within 3 business days after the due date, the Selection Committee will review submitted Proposals to ensure minimum requirements and completeness. Any Proposal failing to meet the minimum requirements for consideration, at the sole discretion of the Director of Aviation, may be rejected and withdrawn from further consideration.

Proposers are expected to familiarize themselves with the location of the premises, and if applicable, mechanical, electrical, plumbing, fire protection, and base building details in connection with this operation.

Any person, firm, entity, joint venture, or corporation desiring to submit a proposal for the operation of a concession shall examine the terms of these instructions, the Sample Agreement and other materials and shall judge for themselves all the circumstances and conditions affecting their proposal. **Failure on the part of any Proposer to make such thorough examination or to investigate thoroughly the conditions of the proposal shall not be grounds for a declaration that the Proposer did not understand the proposal package.**

The Authority **cannot** predict the effect that future air carrier expansions, contractions, or relationships will have on concession activity under any Agreement. Each Proposer is cautioned, therefore, to use its discretion when proposing.

3.7 Investigations

The Authority reserves the right to conduct any investigations necessary to verify information submitted by the Proposer and/or to determine the Proposer's capability to fulfill the terms and conditions of the RFP documents and the anticipated contract document. The Authority reserves the right to visit a prospective Proposer's place of business to verify the existence of the company and the management capabilities required to administer this agreement. The Authority will not consider Proposers that are in bankruptcy or in the hands of a receiver at the time of tendering a proposal or at the time of entering into a contract.

SECTION 4 - GENERAL INFORMATION FOR THE PROPOSER

4.1 Food and Beverage Concession Agreement

Term of Agreement

The Effective Date of the Agreement may be the day after Authority approval of the Agreement is granted, or the first day of the following month, but shall be no later than thirty (30) days after Authority approval. The term will be for five (5) years with an option to renew for one (1) successive term of five (5) years from the date of expiration of the original Agreement, to be exercised at the sole discretion of the Monroe County Airport Authority.

Rent

The concessionaire shall be required, on or before the 20th day following the end of each calendar month included in the term of this Agreement to furnish the Authority with a certified (signed) report of gross sales of the preceding month.

Monthly payment to the Monroe County Airport Authority for the appropriate amount shall accompany the Report. Monthly payment will be the greater of 1/12th of a Minimum Annual Guarantee (MAG) or a percentage of reported gross revenues.

4.2 Finalizing the Agreement

This RFP and attached Sample Concession Agreement serve as the base documents for the terms, policies and requirements of a final Agreement. However, this RFP does not constitute an offer by Monroe County or the Authority, and the Selection Committee, composed of representatives from the Monroe County Department of Aviation and the Authority, reserve the right not to make awards if it is determined that such a decision will be in their entities' best interests.

If the RFP and the Concession Agreement appear to be in conflict or inconsistent with each other, then the Concession Agreement will prevail.

Attached as RFP Appendix A is a copy of the Concession Agreement which contains mandatory provisions.

4.3 Acceptance of Proposal Content

The contents of the proposal of the successful Proposer may become contractual obligations, should a contract ensue. Failure of a Proposer to accept these obligations may result in cancellation of the award.

4.4 Material Submitted

All right, title and interest in the material submitted by the Proposer as part of a proposal shall vest in Authority upon submission of the Proposer's proposal without any obligation or liability by the Authority to the Proposer.

4.5 Proposal Certification

The Proposer must certify that all material, supervision, and personnel will be provided as proposed, at no additional cost above the proposal price. Any costs not identified and subsequently incurred by the Authority must be borne by the Proposer. This certification is accomplished by having the Proposal signed by an individual who has the authority to bind the Proposer.

MONROE COUNTY AIRPORT AUTHORITY

EXHIBITS

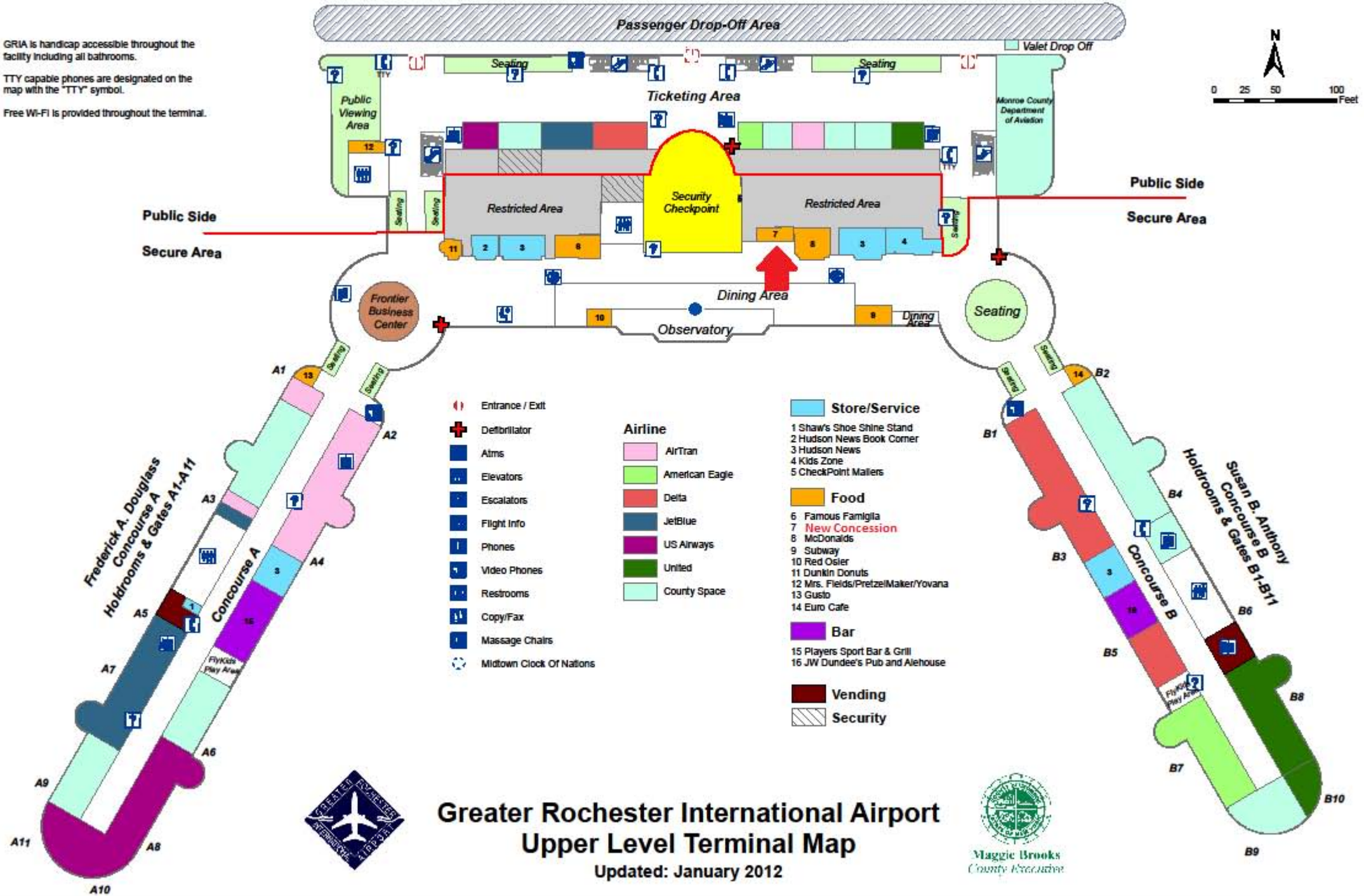
EXHIBIT A

Terminal Map and Location of Concession

GRIA is handicap accessible throughout the facility including all bathrooms.

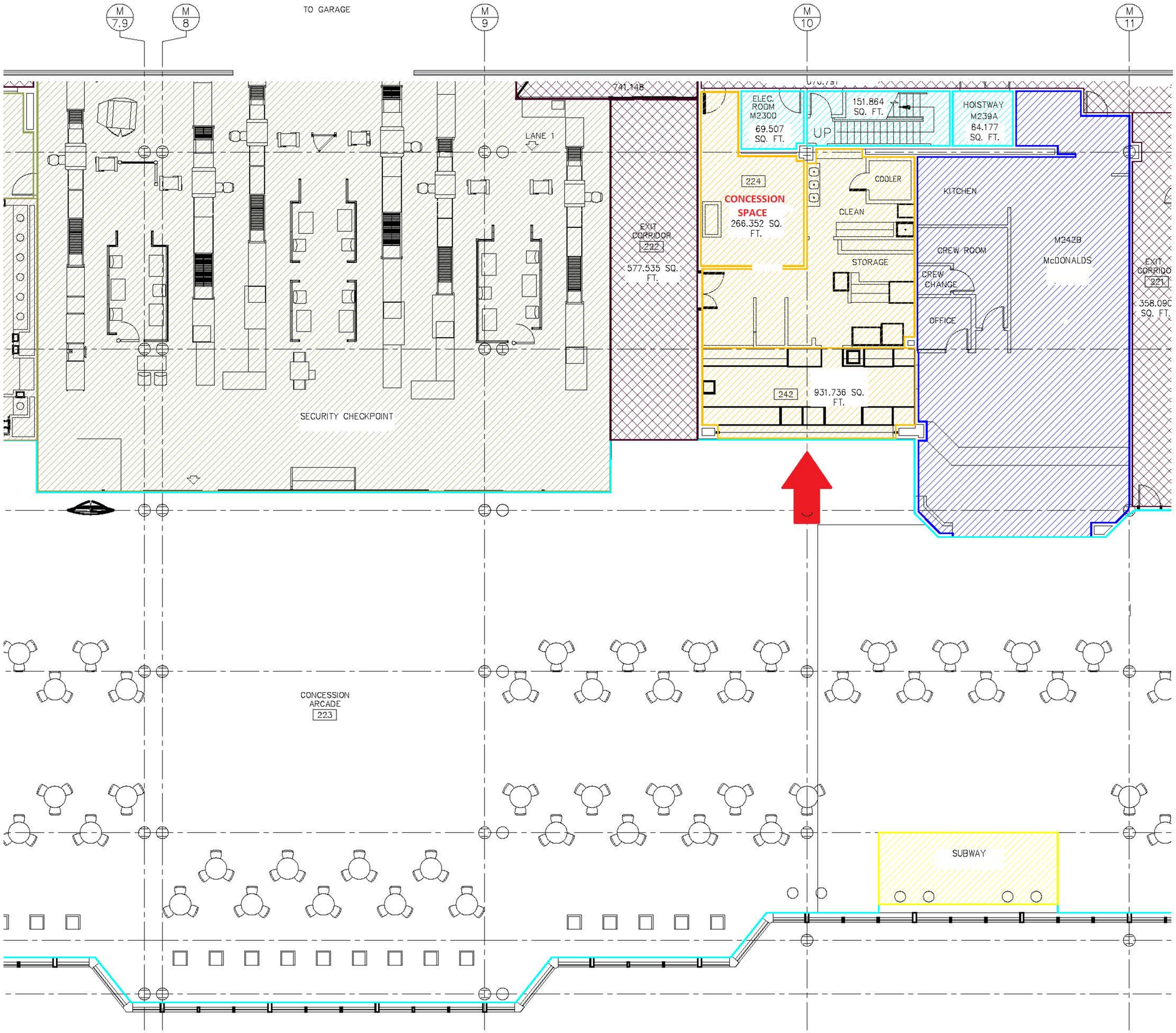
TTY capable phones are designated on the map with the "TTY" symbol.

Free Wi-Fi is provided throughout the terminal.



Greater Rochester International Airport
Upper Level Terminal Map

Updated: January 2012



GREATER ROCHESTER INTERNATIONAL AIRPORT

MONROE COUNTY
1200 BROOKS AVENUE
ROCHESTER, NEW YORK

PROJECT TITLE:

LEASING SPACE DELINEATION

CHA
CLOUGH HARBOUR & ASSOCIATES LLP
Powers Building, 16 Main Street West, Suite 830,
Rochester, NY 14614-1607
www.chacompanies.com

CHA Project No. 19338

Designed By:	Date:
Drawn By: CEC	Date: 3/09
Checked By:	Date:

UNAUTHORIZED ALTERATION OR ADDITION TO THIS DOCUMENT IS A VIOLATION OF SECTION 7209 SUBDIVISION 2 OF THE NEW YORK STATE EDUCATION LAW

KEY PLAN

NO.	REVISION	DATE

DWG. TITLE:

SECOND FLOOR TERMINAL SQUARE FOOTAGE PLAN

DATE: MARCH 3, 2010

SCALE: NOT TO SCALE

SEAL

DWG. NO.:

SQF-15

EXHIBIT B

Concession Design Guidelines

Concession Design Guidelines

The concession currently available is designated Concession Design Type B and the information below includes both the guidelines general to all Concession storefronts and those specific to Type B storefronts.

1. Terminal Design Philosophy and Finish Materials

In the planning of Terminal upgrades, Greater Rochester International Airport (ROC) is always focusing on quality of service, new technologies and the use of both timeless and cutting edge building materials. It is with this creative and technologically minded philosophy that tenants are expected to present their goods and services to ROC customers. Tenants are encouraged to create shop designs that project an image of permanence. Enduring materials and creative use of building products and finishes are strongly encouraged.

All concession design proposals should give careful consideration to the existing adjacent architectural features, finishes, as well as passenger circulation. A successful concession proposal will incorporate a storefront design that coordinates with the existing Terminal architecture and provides finishes and lighting concepts that promote an upscale shopping / dining experience for ROC customers. ROC understands that concession operators may wish to create or maintain a business identity for their storefront and signage, however, some level of uniformity and attention to materials and colors that complement the existing Terminal, when held by all vendors, creates a more elegant and calming shopping environment for busy travelers. This is the fundamental purpose of these guidelines.

2. Concession Design Elements

Storefronts

Storefronts are primarily for attracting the passengers and other airport users into the concession space. Tenants are asked to pay particular attention to the design of their storefronts. All storefronts are to be full width of the lease frontage and height as diagrammed in concession typology sketches for the specific concession locations.

Storefronts shall typically be 100% transparent, either glass or open. The use of frameless butt-joint glazing with a 4-inch stainless #4 finish base to form the entire storefront is recommended for larger concessions. The minimum width of glass storefront panels is 2 feet 10 inches. The panels are to be equally spaced across the concession frontage. The storefront glazing shall be ½" clear, tempered. Glazing exceeding 9 feet high shall be ¾" thick, clear and tempered. Glass storefront adjacent to exit doors should have safety decals as per local Building Codes. Decal design is to be approved by AIRPORT. All doors in glass storefronts are to be glass, fit within the butt-joint module and swing outward. The design of the concession shall comply with all egress requirements of the applicable state and

local codes (i.e. panic hardware at egress doors, panic release at roll-up doors). Hardware on glass storefront system shall be as manufactured by Blumcraft of Pittsburgh, Panic Device H-1 10-A without key cylinder or equal. No folding doors or opaque doors are permitted.

When providing an open storefront design, a security grille may be used to secure the merchandise. Overhead and side coiling grilles will be allowed and must be "straight pattern" and of stainless steel. They must be motor operated with manual override. Crank mechanism for the grilles may not be visible to the public view but must be accessible through an approved access panel within the tenant's space. At their frontage, Tenants may provide an accordion type door. The recommended type is Alumatek, Model ST-12 perforated clear finish aluminum door and track system with a keyed floor pin lock system (800-647-7049).

Storefronts set back from the lease line require the Tenant to install the base building finishes between the lease line and the point of storefront closure. The Tenant must extend base building soffits in front of the recessed storefronts to meet the storefront. This extended soffit may not be lower than the base building soffit.

Existing building soffits, bulkheads, column covers, walls, floor or ceiling finishes may not be altered or covered.

Signage

Each Tenant is required to design, fabricate, install and maintain a sign at the Tenant's expense. All signage is subject to AIRPORT's specific approval before installation. ROC reserves the right to reject any sign design if found inappropriate or incompatible with the character or aesthetic philosophy of the design guidelines. No animated components, flashing lights, formed plastic or injection molded plastic signs are permitted. No paper signs or decals are permitted.

Primary Sign and Graphics

The primary Tenant identification sign or logo must be coordinated with the specific architectural conditions at each concession area and located within the designated zones of the Tenant frontage. It is required that the Primary signage or graphics be centrally located along the Tenant's frontage.

Sign Fascia – Concession Type A & B

The fascia condition designated above the Tenant's frontage is available to provide an architectural backdrop for the tenant's primary sign for location types A & B. The fascia is a powder coated metal panel. See design sections provided for various locations and allowable sign area.

Standards for Primary Sign Graphics

Signage shall be distinct and pure in concept. It should be easily recognizable at a glance. The design of the signage should be progressive and fit in with the philosophy of the design guidelines.

- Signage shall be 3-dimensional
- Signage shall be limited to the Tenant's trading name and logo only, as approved in the lease agreement. No name brands, product names or phrases may appear on the storefront, or in any area directly visible from the public space without written approval from AIRPORT.
- All signage shall be illuminated. ROC shall determine hours of illumination.
- Only one primary Tenant sign is allowed per storefront elevation.
- No displays or signs are permitted outside the lease line.
- Temporary graphic material (i.e. hand lettering signs, printed signs or notices) is not permitted.
- Signage or graphics are not permitted on any column beams or floors. They are also not permitted on any part of the curtain wall.
- Generally, the following sign types are permitted:
  1. exposed neon tubes forming letters or logo, etched, beveled, or sandblasted glass.
  2. Dimensional metal, acrylic, polycarbonate, glass or other permanent materials.
  3. Non-dimensional letter or logo applied to inside face of glass storefront.

- Signs that are composed of individual letters must be a minimum height of 8 inches and a maximum height of 11 inches at locations Type A & B and must be 4 inches or less in depth. Permitted letter types are as follows:
  1. Internally illuminated channel letters a maximum of 4 inches deep.
  2. Halo lit letters shall be spaced 1 inch away from sign band. Metal finish is encouraged. To prevent glare, no reflective or polished finish is allowed behind letters on background surface.
  3. Exposed neon sign letters shall be pin mounted on spacers.
  4. Metal sign faces with acrylic back and lit cutout letters are permitted.
  5. Standard box signs are not allowed.

- Tenant may provide secondary interior signage on the inside of the store of the same maximum height letters and design of the primary Tenant identification sign. The secondary interior signs are limited to Tenant's back walls. For requirements of the signs to be placed directly behind the storefront see "Interior Signage" in next section below.

Specialty Signage

- **Free Standing Signage**: Free standing menu boards and stanchion signs are not permitted outside the tenant lease area unless specifically approved by the Director of Aviation. Free standing signs can be used inside the Tenant areas but they must be located such that they are not a visible storefront element from outside the concession space.
- **Menu Boards:** Menu boards must be professionally designed and be permanent in nature. Foam board, cardboard or other such temporary materials are not acceptable. The Tenant may locate their menu boards within the Tenant's lease line. Boards must be securely installed at the back

wall or on the partition separating the work zone. Hanging methods must be concealed and self-illuminating boards must have all power cords concealed.

- **Perimeter Signage:** Signs and posters are not allowed to be taped to either glass or walls of the Tenant areas.
- **Interior Signage:** Tenants may provide additional signage inside their lease lines. When the tenant's primary signage, located on the concession frontage is not directly visible from the main public approach, the Tenant may be permitted to hang a secondary sign behind a glass storefront. ROC must first approve the use of such secondary signs and it is granted only on special cases where the location of concession mandates a secondary sign. The maximum letter height allowed for interior signs is 6 inches.

3. Lighting Standards

- **Lighting in Public Areas:** Lighting in public areas of the Terminal has been designed to provide optimal levels of glare-free and comfortable illumination. The lighting design features a predominance of indirect and downlight systems with accent lighting for key architectural elements.

- **General Lighting At Storefront:** Storefront, showcases and display cases must be adequately lit and ventilated. Care must be taken in concealing the light source from direct view. Exposed bulbs or tubes are not permitted. Storefront lighting should be designed such that there should not be any glare from Tenant lighting to the public areas, or any adjacent Airport directional signage.

  In areas where the base building ceiling or soffit extends into the lease lines, the spot lighting can be installed in the base ceiling within the lease lines. This installation shall be by the Tenant and must be coordinated with AIRPORT. Electric supply for the lighting installed outside the tenant's storefront shall be from Tenant's electrical panel.

- **Lighting Within Concession Space:** The Tenant shall be discerning in the selection of lamp and fixture types, colors and layout, recognizing the importance of this component of the design. Merchandise spotlighting and other features accenting is strongly recommended to enhance the spatial quality within the lease lines, in addition to maintaining an adequate ambient light level throughout the store.

  The Tenant is required to install and maintain a lighting system that prevents any direct light or glare from entering the public spaces. The use of exposed bulbs is not permitted.

  All Tenant lighting is to be approved by the Director of Aviation or designee.

- **Primary Sign Lighting:** The base building lighting illuminates general public

areas in front of the concessionaire spaces. However, this lighting does not provide adequate lighting for the illumination of Tenant signage. Lighting for signage shall be integral with the signage in the form of illuminated letters, forms or logos as described above in “Standards for Primary Sign Graphics”.

Electric supply for the sign lighting shall be from Tenant’s electrical panel. Electrical conduits must be completely concealed from public view.

All sign, logo and display illumination shall remain on during Airport core hours to ensure maximum passenger awareness and security.

- **Specialty Sign Lighting:** All lighting must be permanent in nature and meet the applicable local and electrical codes for installation. Tenants must have their signs professionally designed, fabricated, and installed. Temporary, handwritten or sponsored signage of Tenant information such as price lists, sale, specials, etc. will not be allowed and lighting for these types of signs will not be permitted.

4. Food Service Counters

Food service counters must have a countertop and a counter front that extends to the floor. The Tenant may also include a tray slide. Counter fronts may not have a swinging access gate. All access will be through side doors from the service areas.

Standard Counter: The counters, as required by the Tenant, should be 36 inches in height and of an approved solid surface material. Counters should integrate stainless steel with a #4 finish trim, and when desired, a tray slide also of stainless steel with a #4 finish.

Counter with Sneeze Guard: A sneeze guard is required for uncovered food displayed at the counter, in accordance with health code requirements. The sneeze guard assembly must be of glass and fully transparent. Sneeze guard must be a maximum 18 inches high above the counter top. The base of the sneeze guard must be no higher than 5 inches and must be of stainless steel or of the same material as the counter top. Any accent material used on the sneeze guards must be of stainless steel #4 finish. The counter fronts must be constructed to the floor and provide a base of stainless steel #4 finish. The counter fronts must be constructed to the floor and provide a base material for ease of cleaning. Stainless steel with #4 finish is recommended as a base material.

5. Display Cases

Movable and/or portable displays are not permitted. Displays may not be placed outside the lease lines. Refrigerators or deli display cases may be used but must be installed behind the continuous front counter, or within the rear work counters. Manufacturer’s finish may be glass or stainless steel. Display cases will not be permitted at the storefront.

6. Concession Seating

Centralized Concession Seating in the Food Court

The Food Court on the 2nd floor spans nearly the width of the Terminal. It contains tables and chairs for eating, for viewing, two ATM machines and several food kiosks. It is bordered by 20-foot windows on the south side which provide a panoramic view of the air field. The center windows have an "art glass" feature. Opposite is the long row of concession storefronts separated midway by the Security Checkpoint through which all bordering passenger are screened and enter. At each end are entrances to Concourse A (west side) and Concourse B (east side) for boarding passengers and security exits into the public side for arriving passengers.

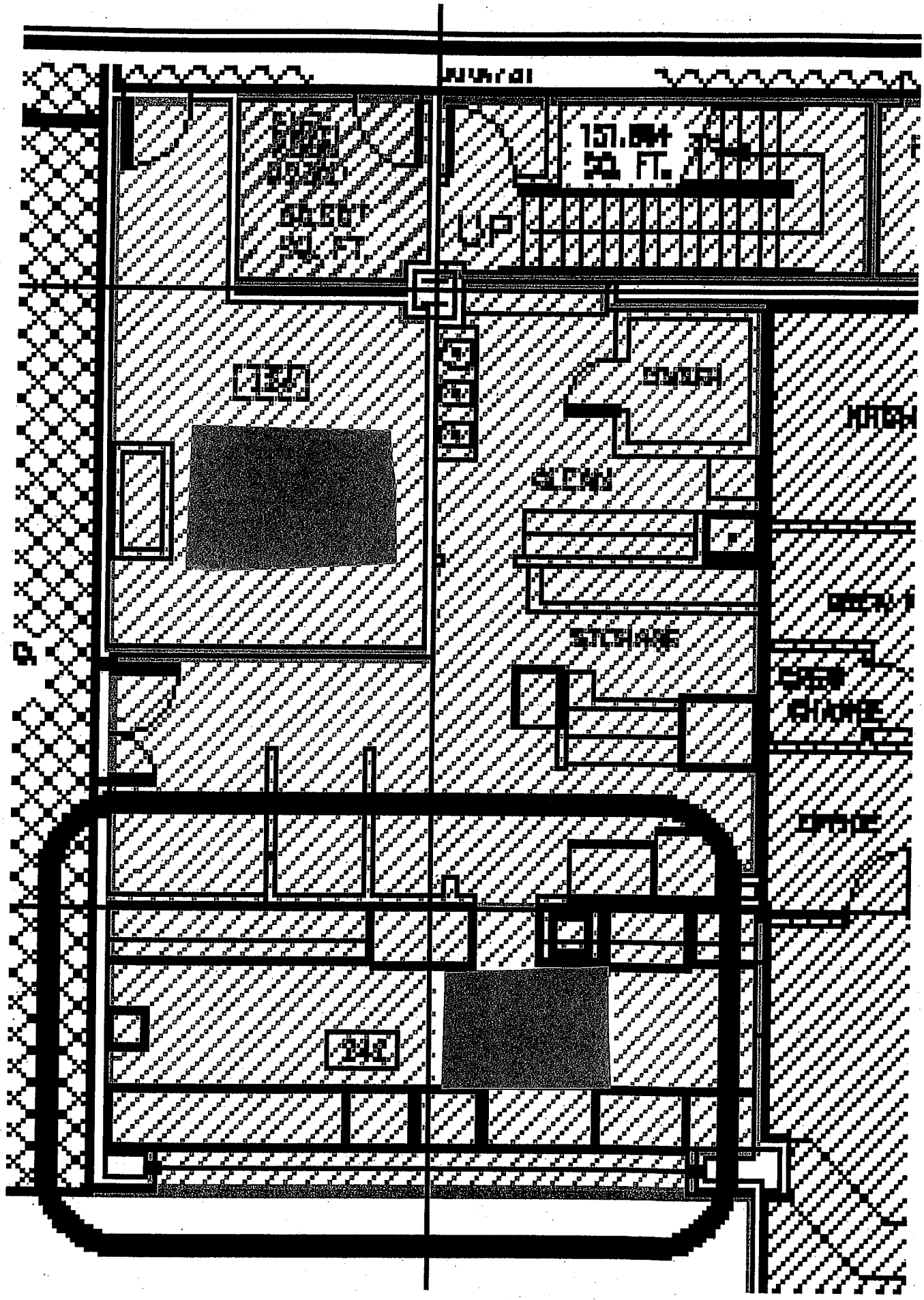
Localized Concession Seating:

Areas directly in front of individual concessions are required for passenger egress and provide a place for customers to walk and shop. On a case-by-case basis and depending on the concession locations and frontage design proposal, ROC may allow localized seating of a prescribed layout. If allowed, the Tenant must monitor and maintain the approved layout. The seating will be a ROC approved design and finish and incorporate tables no larger than 36 inches in diameter. Seating must not obstruct or hinder customer flow, egress or access to adjacent building services or adjacent concession spaces.

7. Architectural Design Submittal

Tenants must submit a detailed design proposal to the Director of Aviation or designee for review and approval prior to the construction and/or any installation. The design submittal must include the following:

- A brief written description of design concept and customer service goals.
- Architectural plans sections and elevation drawings fully depicting the interior layout, ceiling design including lighting, as well as the storefront design and storefront signage.
- Materials board presenting the location and types of finishes and incorporating actual finish samples to be installed.


151.84
52 FT.
UP
34C

APPENDIX A:

Sample Food and Beverage Concession Agreement

The Authority contemplates that, in addition to all terms and conditions described in this RFP, final agreement between the Authority and the selected Proposer will include, without limitation, the terms contained in this Appendix A, Food and Beverage Concession Agreement.

Proposers should note that, at a minimum, all the contractual provisions included in the sample contract herein will automatically be deemed part of the final Contract. Although such provisions will govern all proposals as submitted, the Authority may later amend such provisions. The sample contract is included so that all proposals will be governed by the same contractual terms

AGREEMENT
FOR OPERATION OF FOOD AND BEVERAGE CONCESSION
AT THE GREATER ROCHESTER INTERNATIONAL AIRPORT

THIS AGREEMENT, made as of this____ day of_____2012, by and between the **MONROE COUNTY AIRPORT AUTHORITY,** a public benefit corporation with offices at the Greater Rochester International Airport, 1200 Brooks Avenue, Rochester, New York 14624, hereinafter referred to as "Authority" and _____ having an office for the transaction of business at _____, hereinafter referred to as "Concessionaire."

WITNESSETH:

WHEREAS, Monroe County (County) owns, operates and maintains the Greater Rochester International Airport, (Airport) located in the City of Rochester, County of Monroe, and State of New York, and

WHEREAS, the Authority has the right to contract for concessionaires at Airport pursuant to a certain Lease and Operating Agreement between the County and the Authority dated as of September 15,1989; and

WHEREAS, the Concessionaire submitted a proposal and has been awarded the right to operate one or more concessions; and

WHEREAS, this Agreement has been approved by the Monroe County Airport Authority by Resolution No. __of _____ adopted, _____, (the "Agreement");

NOW, THEREFORE, it is mutually covenanted and agreed by and between the parties hereto, as follows:

ARTICLE 1 – CONCESSION FACILITIES AND PREMISES

The Authority hereby grants to the Concessionaire and the Concessionaire hereby accepts from the Authority, all those certain facilities and premises on the second floor of the Main Terminal consisting of approximately one thousand one hundred ninety-seven (1,197) square feet located in the Food Court behind the Security Checkpoint, the "Premises", as shown on the Plan of Space Designation, which is attached hereto and made a part hereof as Exhibit A. The Concessionaire accepts the Premises "as is" in its present condition.

ARTICLE 2 - TERM

The term of this Agreement will commence on _____, and expire on _____.

ARTICLE 3 - OPTION TO RENEW

The Concessionaire and the Authority, by mutual consent, have the option to renew the Agreement for one (1) successive term of five (5) years from the date of expiration of the original Agreement. This option shall be exercised by the Concessionaire by written request to the Authority not less than three (3) months prior to the expiration of the previous respective term of the Agreement. The Authority at its sole discretion may accept or reject such request. The Authority's decision shall be conditioned on the Concessionaire's compliance with all terms and provisions of the Agreement during its original term. Capital Improvements may be required as a condition of the extension. The MAG and % for Years 6-10 will be at least 3% greater than in Year 5.

ARTICLE 4 – DEFINITIONS

The following term is hereby defined:

A. Gross Sales - The aggregate amount of all sales made and services performed of any sort, whether partially or completely, in, at, on or from, any part of the Premises for cash, credit or otherwise, of every kind, name and nature, regardless of whether or not collected in the case of credit transactions, and whether or not reported by Concessionaire as its gross income from the Premises on Concessionaire's Federal Income tax return less any returns or credits given or manufacturers allowances. All taxes including sales taxes, occupational taxes and similar taxes or impositions imposed on or by reason of such sales or charges where billed to the customer by the Concessionaire as a separate item shall not be construed to be "Gross Sales"" and shall be excluded for fee purposes.

B. Concession Year – Except for the first year of this Agreement, the Concession Year and a calendar year are defined as being the same. The first Concession Year shall commence on the Commencement Date and shall terminate on December 31, 2012, the last day of the initial calendar year. Each Concession Year other than the first shall be the same as a Calendar Year, commencing on January 1st and ending on December 31st, unless renewed or extended.

ARTICLE 5 – CONCESSION FEES

A. The Concessionaire shall pay to the Authority, during the initial term and any extensions hereto, annually as compensation for the Concession facilities and all of the rights, licenses and privileges granted to it pursuant to this Agreement, the greater of either

1) a minimum annual guarantee of $_____ for each of the Concession Years, (the "MAG"), or,
2) _____% of the annual Gross Sales

B. Payment of fees shall be made in monthly installments no later than the 20th day of each month by payment of one-twelfth (1/12) of the Minimum Annual Guarantee plus the applicable (if any) Percentage Concession Fee on the Gross Sales from the preceding month. The Concessionaire shall submit to the Authority with its' monthly fee payments, a report of its Gross Sales for the preceding month. Any fee payment adjustment due from the Concessionaire shall be paid at that time. If this Agreement commences on other than the first day of the month, the payment shall be prorated for that first partial month.

C. All fees shall be paid when due without notice, demand, counterclaim, or set off. In the event any fee due hereunder shall remain unpaid for more than thirty (30) days, the Authority may collect a late charge in the amount of 1.5% per month of such unpaid fee for that preceding month and each further thirty (30) day period in which said payment remains unpaid as additional fee to cover its extra monthly expenses.

D. Within ninety (90) days following the end of each Concession Year, the Concessionaire shall be required to submit to the Authority a statement certified as complete and correct by an independent Certified Public Accountant, showing the amount of Gross Sales for the previous Concession Year. The Concessionaire's statement shall include the sales of any assignees, franchisees, licensees, or subtenants. At that time an adjustment of payment (if any) shall be made, between the monthly fee payments made and fee payments due in accordance with paragraph A.

E. If the amount of fee payments made during the preceding Concession Year exceeds

the total fee payments due for that Year, the excess payment shall be credited against fee payments for the next Concession Year, except that any excess payment during the final Year will be returned to the Concessionaire within thirty (30) days after the Authority's receipt of the final Certified Statement described in paragraph D.

ARTICLE 6 - USE AND OPERATION

A. The Concessionaire shall use the Premises for the sole purposes of operating a food and beverage concession and for uses incidental thereto, and for no other purpose.

B. The Concessionaire shall operate the Concession in a first-class manner satisfactory to the Authority, and shall sell food and beverage items in accordance with Article 23. "SALE RIGHTS AND RESTRICTIONS" in sufficient amount and variety to meet the needs of the patrons of the Airport. Only high quality merchandise/food shall be sold. Service shall be prompt, clean, courteous and efficient.

C. The Concessionaire shall provide competent, well-trained, on-site, management with the complete responsibility and authority to respond quickly and decisively to the Authority, the patrons and immediate problems in all matters affecting the operation of the Concession(s). All other employees shall be of the highest standards and shall provide service that is satisfactory to the efficient operation and maintenance of the Concession(s) at all times. Sales clerks and other attendants and employees whose direct responsibility is the providing of customer assistance to airport patrons shall be required to be neat and efficient at all times.

ARTICLE 7 – CAPITAL IMPROVEMENTS: REDEVELOPMENT AND INSTALLATION

A. The Authority will provide the Premises in "as is" condition. The Concessionaire at its expense shall perform any work necessary to prepare the Premises for its use.

B. The Concessionaire shall submit to the Authority design plans for the Premises prior to entering into any redevelopment or installation contracts for said Premises. Plans shall be submitted to the Monroe County Department of Aviation Administration and approved by the Director of Aviation or his/her designee before they become finalized. Any variance from the redevelopment and installation plans submitted, as part of the Concessionaire's proposal shall be subject to the written approval of the Director of Aviation or his/her designee.

C. Capital Improvements may be required as a condition of the extension.

D. The concession must be open for business within thirty (30) days from the Effective Date of the Agreement. If redevelopment does not progress within these time frames, the Authority shall have the right to terminate the Agreement as a matter of default.

ARTICLE 8 - HOURS OF OPERATION

A. The Concessionaire shall be required to be open for business one-half hour before the first daily scheduled airline departure to the time of the last scheduled departing airline flight of the day seven (7) days a week, except for Easter Sunday, July 4th, Thanksgiving and Christmas Day, the Concessionaire may request in writing to the Director of Aviation, for a reduction of hours of operation consistent with the expected airline traffic passenger loads for the day.

B. The minimum required hours of opening for business are subject to reasonable change by the Director of Aviation, taking into consideration, among other things the needs of the Airport's patrons, any significant increase or decrease in the flow of passenger traffic in the area of the Terminal served by each of the Concession and changes in first and last flight arrival and departure times.

ARTICLE 9 – BOOKS, RECORDS AND AUTHORITY'S RIGHT TO AUDIT

A. The Concessionaire agrees that it shall at all times during the term of the Agreement and any extension or renewal thereof, keep true, accurate and complete records from which Gross Sales can be determined and in a form otherwise satisfactory to the Authority of all sales, fees and charges of any kind made by it on the Premises. Such books and records shall be made available for inspection and audit by the Authority at all reasonable hours, and at all reasonable times, upon prior written notice of audit given to the Concessionaire by the Authority.

B. The Authority shall have the right, during regular business hours, to inspect and audit all books and records and all other papers, and files of the Concessionaire, and any licensee, subtenant, or franchisee relating to Gross Sales. If any audit shows that the amount of Gross Sales was understated by any amount, so that the Authority shall have been paid less MAG than that to which it would have been entitled had the Concessionaire not understated its Gross Sales, then the Concessionaire shall pay the Authority the amount of MAG that the Concessionaire should have paid, but did not pay to the Authority.

C. If any such audit reflects that the amount of Gross Sales on any such statement was understated by the Concessionaire by either a) two percent (2%) of Gross Sales for any given month; or b) an amount sufficient to reduce the Percentage Concession Fee by at least two percent (2%) of the MAG for any Concession Year, then the Concessionaire shall pay the Authority the reasonable cost of its audit and investigation.

D. If any such audit shows that the amount of Gross Sales on any such statement was understated by more than five percent (5%) of Gross Sales, then, in addition to the remedies provided above, the Director, at his/her option, may also elect to assess the Concessionaire an additional penalty equal to ten percent (10%) of the unreported Gross Sales.

ARTICLE 10 – SECURITY REQUIREMENTS GOVERNING RIGHTS OF ACCESS

A. At all times the right of access and use of space in and about the Terminal is governed by the rules and regulations of the Transportation Security Administration (TSA), the Federal Aviation Administration (FAA), the County and the Authority.

B. The Terminal is divided into secured ("sterile") and unsecured areas. Electronically secured doors, barrier walls and the Security Checkpoint divide these two (2) areas. Only ticketed passengers and those with the appropriate security badges issued by the Greater Rochester International Airport shall be permitted access to the sterile areas of the Terminal.

C. All Concession personnel and prospective employees located behind the Security Checkpoint shall be required to complete an Airport Security screening process that includes a fingerprint-based Criminal History Record Check (CHRC) and a 10-year employment history verification in order to obtain security badges and access to the sterile area. The Concessionaire shall be responsible for all fees relating to the personnel/employee badging process. Those personnel/employees who do not pass this security screening cannot be employed and/or given access by the Concessionaire to a sterile area. Those personnel/employee that pass the screening shall also be required to attend a security orientation (SIDA Training), usually held once weekly.

D. Guests, invitees, and suppliers of materials and furnishers of services and their equipment shall always require an authorized escort into the sterile area. Those suppliers making deliveries at the loading dock shall not be permitted access into the Terminal without an authorized escort. Deliveries into the sterile area shall require security screening.

E. All sharp objects, and any other items identified by TSA must be secure at all times. No sharp objects may be left unattended. Knives used in food preparation at the concession must be kept out of the reach of the public.

F. The Authority hereby grants to the Concessionaire, the right to use common areas in and about the Terminal including the waiting areas, hallways, food courts and rest rooms, provided that all of the above conditions are met.

ARTICLE 11 - MAINTENANCE AND REPAIRS

A. Authority's Obligations:

1. The Authority at its own cost and expense shall keep the Terminal in good and substantial repair and in a clean and orderly condition.

2. The Authority shall maintain, at its own cost and expense, the exterior of the Premises and be responsible for all structural repairs to the foundation, exterior walls and any load bearing walls of the Premises and all repairs or replacements of the heating, air-conditioning or ventilation equipment and facilities, when such repairs and/or replacement becomes necessary and not due to any negligent or willful acts of the Concessionaire or any of its employees, officers, contractors, invitee, patrons or suppliers.

B. Concessionaire's Obligations:

1. The Concessionaire shall be required to take good care of the Premises, and all equipment and furnishings therein in an orderly, safe and neat condition and repair. At the termination of the Agreement, by expiration or otherwise, the Concessionaire shall, at its own expense, make any necessary repairs and replacements of the Premises and said equipment and furnishings, and shall yield and deliver to the Authority the Premises promptly and in as good condition as reasonable wear and tear will permit.

2. The Concessionaire shall not cause or permit any discharge or leakage of any Hazardous Material from or onto the Premises. "Hazardous Material" means any hazardous, toxic or dangerous waste substance defined as such in (or for the purposes of) the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), any so-called "Superfund" or "Superlien" law, or any other federal, state or local statute, regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or matter as now or at any time hereafter in effect. This covenant and liability hereunder shall survive the expiration or termination of this Agreement.

ARTICLE 12 - TAXES

The Concessionaire shall promptly pay, when due, all property taxes with respect to the Premises (if any), gross sales taxes, retail sales and use taxes, consumer taxes, and/or other taxes which may be assigned against it when said taxes are due and payable.

ARTICLE 13 - COMPLIANCE

The Concessionaire agrees that it shall not perform or suffer in or on the space any act or thing deemed hazardous on account of fire, and that it shall operate its business in conformity with all Federal, State, County and City laws, ordinances, rules and regulations as pertaining to its occupation of the Premises. Including, but not limited

to those of the New York State and Monroe County Departments of Health, the Federal Aviation Administration, and the Monroe County Airport Law. Willful violations of said laws, rules, regulations and ordinances shall cause this Agreement, at the election of the Authority, to be subject to immediate cancellation. Such cancellation by the Authority shall not be exercised arbitrarily or capriciously, and wherever possible the Authority shall give the Concessionaire reasonable time to correct the violation, but in no event shall the Concessionaire be given more than ninety (90) days to make such corrections, as necessary. The Concessionaire and its employees and agents shall comply with all orders and directives as may be issued from time to time by the Director of Aviation or his/her designee.

ARTICLE 14 - NON-DISCRIMINATION

A. This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR part 23, subpart F. The Concessionaire agrees that it shall not discriminate against any business owner because of the race, color, national origin, or sex in connection with the award or performance of any concession agreement covered by 49 CFR, part 23, subpart F.

B. The Concessionaire agrees to include the above statements in any subsequent concession agreements that it enters into and cause those businesses to similarly include these statements in any further agreements.

C. The Concessionaire further agrees to adhere to the provisions of Article XV of the New York State Executive Law entitled the 'Human Rights Law" and to abide by the provisions of the Authority's Affirmative Action Program to the extent the same is applicable.

D. It is the policy of the County that disadvantaged business enterprise (DBE) shall have the maximum opportunity to participate in any activity, service or facility at the Airport under agreement, contract with or franchise from the County. The Concessionaire shall make good faith efforts to ensure that business concerns owned and controlled by socially and economically disadvantaged individuals (DBE) as defined in 49 CFR Part 23 participate in at least 10% of the activity, service or facility provided by Concessionaire during the entire term of this Agreement by means of a joint venture, partnership, franchise or any other legal arrangement that results in bona fide ownership and control of the activity, service or facility.

ARTICLE 15 - REFUSE DISPOSAL

The Concessionaire shall provide a complete and proper arrangement for the sanitary handling and disposal of garbage and other refuse caused as a result of the

operation of the Premises.

ARTICLE 16 - SIGNS

The Concessionaire shall not exhibit or permit to be exhibited on or in the Premises, any sign or advertisement unless said sign or advertisement is in compliance with the “Concession Design Guidelines” attached herein as Exhibit 3 and has been approved in writing by the Director of Aviation or his/her designee, which approval shall not be unreasonably withheld, and said sign or advertisement does not infringe upon the exclusive rights of other concessionaires, companies or agencies.

ARTICLE 17 - HANDICAPPED ACCESS

The Concessionaire shall provide for the accommodation of physically handicapped patrons within the Concession Premises.

ARTICLE 18 - CONDITION OF PREMISES AND EQUIPMENT

The Concessionaire shall, at its own cost and expense, provide complete janitorial service for the entire Premises area, and maintain all the Premises areas, furnishings and equipment included therein in a neat, clean and sanitary condition at all times. The Concessionaire shall further properly keep and maintain in an attractive and presentable condition, satisfactory to the Authority, all of the equipment and furnishings in the Premises area.

ARTICLE 19 – ALTERATIONS, ETC.

All repairs, maintenance work, replacement, construction, renovation and installation work done within the Premises is subject to the approval and consent of the Director of Aviation or his/her designee, and must be made in accordance with the “Concession Design Guidelines” attached herein and made a part of this Agreement as Exhibit B, and may only be completed after properly obtaining all necessary approvals, licenses and permits.

ARTICLE 20 - UTILITIES

The Concessionaire shall pay, as additional rent, for any and all utilities used by it, which utilities shall include but not be limited to electricity, water, and gas, by reimbursement to Authority for its portion of electrical, gas, water, water pollution and sewer charges which are the result of its operation from the leased premises. Concessionaire shall pay to Authority in full satisfaction of its obligation for all such utilities an amount equal to two percent (2%) of its concession fees for the preceding

Concession Year. If the Concessionaire's year-end certified income statement indicates a difference between the monthly rent payments actually made and the annual concession fees due for such period, the payment for utilities shall be adjusted accordingly, and the difference paid or credited, as the case may be, in accordance with the adjustment procedure set forth in the concession agreement in Article 5(E) – Concession Fees.

ARTICLE 21 - REMOVAL OF FIXTURES

Upon the termination of this Agreement by expiration of the original term and any renewal thereof or otherwise, except termination because of damage, destruction or loss to structures pursuant to the Article 24 labeled "DAMAGE TO PREMISES," the fixtures and all improvements of every nature thereof shall remain a part of the real estate and belong to the Authority, said fixtures and improvements to be surrendered to the Authority in good and workable condition, reasonable wear and tear excepted. Notwithstanding the foregoing, however, the Concessionaire shall have and is hereby granted the right to remove from the Premises any and all of its moveable trade fixtures, business equipment, furnishings and personal property, all of which shall be removed within ten (10) days after the termination or expiration of the Agreement. If the Concessionaire shall fail to remove its personal property upon the termination or expiration hereof, the Authority may, at its option, after the expiration of the period of grace granted by the preceding sentence hereof, as agent for the Concessionaire and at the Concessionaire's risk and expense, remove such property to a public warehouse for deposit or retain the same in its own possession, and after the expiration of thirty (30) days from such removal or retention, sell the same at public auction, the proceeds of which shall be applied first to the expenses of sale; secondly to any sums owed by the Concessionaire to the Authority; and any balance remaining shall be paid to the Concessionaire; or the Authority may take such other action as it may deem necessary or desirable.

ARTICLE 22 – PERFORMANCE SECURITY DEPOSIT

A. The Concessionaire shall provide the Authority at or prior to the execution and delivery of the Agreement, a LOC or Performance Surety Bond in an amount equal to twenty-five percent (25%) of the MAG as security for the full and faithful performance of the terms, covenants and conditions of this Agreement on the Concessionaire's part to be performed or observed, including but not limited to payment of the MAG and additional fees or for any other sum which the Authority may expend or be required to expend by reason of the Concessionaire's default, including any damages or deficiency in reletting the Premises, in whole or in part, whether such damage shall occur before or after summary proceedings or other re-entry by the Authority.

B. The LOC or Performance Surety Bond shall not expire prior to the Expiration or

Termination Date of this Agreement. The Authority reserves the right to require further personal guarantee at any time during the Term of the Agreement based upon the Concessionaire's financial condition, experience and payment history.

C. If the Concessionaire shall fully and faithfully comply with all the terms, covenants and conditions of the Agreement on the Concessionaire's part to be performed or observed, the LOC or Surety Bond shall be returned to the Concessionaire after the expiration of the Agreement term and/or after the removal of the Concessionaire and surrender of possession of the Premises to the Authority.

ARTICLE 23 - SALE RIGHTS AND RESTRICTIONS

A. Required to Sell – At the Premises, the Concessionaire shall be required to sell a variety of freshly prepared and prepared-to-order breakfast items, light meals and meals-to-go, including _____ in sufficient amount and variety to meet the needs of the patrons of the Airport (collectively the "Required Retail Merchandise/Menu"), attached to this Agreement as Exhibit B.

B. Right to Sell – The Concessionaire shall have the right to sell the following Menu items, as submitted in writing to the Director of Aviation or his/her designee for his/her approval, with the exception of the sale of restricted items as defined in section C below, (collectively the "Approved Menu") attached to this Agreement as Exhibit B.

C. Restrictions

1. The Concessionaire is specifically prohibited from the sale of any item, which is the exclusive right of another Concessionaire to sell. The Director may grant an exclusive right to sell any item, other than Required Menu or Merchandise (if any), only to a Concessionaire for whom such item is a specialty item and constitutes a major share of such Concessionaire's gross sales. The Authority shall give the Concessionaire reasonable written notice in advance prior to granting such exclusive right to the Concessionaire and/or any such other Concessionaire.

2. As of the Commencement Date of this Agreement, two (2) Concessions located in the Main Terminal have exclusive rights that prohibit, respectively; another hamburger specialty store in the Food Court wherein 25% of gross annual sales are from the sales of coffee or hamburgers and French fries; another retail store anywhere in the Terminal wherein 15% of its gross annual sales are from the sales of newspapers, magazines, books and/or other print publications.

D. Prices, Price Listings and Price Displays

1. The Concessionaire shall be required to display the prices of all items for sale including food, beverages or merchandise in such places and in such a manner that a member of the public will be able to have full knowledge of the price of the item. Except as otherwise approved in writing by the Director of Aviation or his/her designee, all other

Required Menu or Merchandise shall be priced at not more than 10% higher than the average price of samples taken from similar retail establishments in the Greater Rochester/Monroe County area.

E. 2. Before opening for operation, the Concessionaire shall deliver to the Authority a final price list for all items to be sold at the Premises included in Attachment 3 of the Agreement. Thereafter, the Concessionaire shall be required to submit to the Authority, a written updated price list by December 15 of each Concession Year for items to be sold at the Premises for the next Concession Year, provided, however, that the Concessionaire may increase prices by amounts equal to increased costs to the Concessionaire of buying the merchandise at such times during the Concession Year that cost increases are imposed. The Concessionaire shall give the Authority prompt notice of such increases.

ARTICLE 24 - DAMAGE TO PREMISES

A. In the event that the Premises shall suffer minor damage by fire or other casualty, but shall not be rendered untenantable, the Authority shall repair the Premises, to the extent of the insurance proceeds available for such purpose. In the event that such proceeds are insufficient for such repair, the Authority at its option may terminate this Agreement, unless the Concessionaire elects to pay the balance of such repair costs. All work shall be done and carried out as expeditiously as possible, but the Authority shall not be required to undertake such repair until such insurance proceeds have been paid over to it. In any event, the fee to be paid by the Concessionaire shall not cease unless a period in excess of sixty (60) days has expired from the time of such damage and no repair has been commenced by the Authority, provided, however, that fee from the date of the damage to completion of repairs shall abate to the extent the business of the Concessionaire is reduced as a consequence of the damage.

B. In the event that the Terminal or Premises shall suffer major or total destruction by fire or other casualty, or in the event that damage to the Premises is not capable of being repaired within sixty (60) days, or in the event that the Terminal or Premises shall be so damaged by fire or other casualty, that the Authority shall deem it necessary to rebuild the Terminal or Premises, then, this Agreement may be terminated in its entirety by the Authority or the Concessionaire upon thirty (30) days' written notice to that effect to the other and within twenty (20) days thereafter, the Concessionaire shall account for and pay all fees accruing up to the time of said destruction.

ARTICLE 25 - INDEMNIFICATION

The Concessionaire shall bear any and all loss or casualty sustained by it from the operation of said business, and shall indemnify and hold harmless the County and the Authority of and from any and all claims, suits, proceedings, actions, causes of

action, responsibility, demands, judgments, executions, loss or claims, including reasonable attorney fees, which it shall suffer or which shall be made against it on account of the loss of life, personal injury or property damage of any kind or nature received or sustained by any person or persons, directly or indirectly, by reason of any act or omission on the part of the Concessionaire, its officers, employees, agents or invitees arising from its use or occupation of the Premises or its use of areas of the Terminal other than the Premises in carrying out its operation hereunder; provided, however, that the Authority shall give the Concessionaire notice of any claim or citation served on it, and the Concessionaire shall be provided the privilege and/or option of defending same either in its own name or in the name of the County and/or the Authority. The Concessionaire shall defend, at its own expense, any actions, suits or proceedings that may be brought against the Authority or County with respect to the foregoing.

ARTICLE 26 - INSURANCE

A. The Concessionaire, at its own cost and expense, shall carry and keep in force **comprehensive general liability insurance**, including personal injury and property damage insurance, products liability coverage, and contractual coverage of this Agreement, covering any and all claims for injuries and all aspects of its operation, whether within or without the Premises, of not less than $1,000,000.00 single limit of liability for personal injury to or death of any one person in any one accident; $2,000,000 in the aggregate, for personal injury to or death of two or more persons in any one accident; and $1,000,000 for damage to property per occurrence. Concessionaire shall provide **automobile liability insurance** covering operation of automobiles or vehicles with liability limits of $1,000,000 for personal injury and/or property damage per occurrence. Such policy may contain a $2,500 deductible. Such policies shall identify both Monroe County and Monroe County Airport Authority as additional insureds and provide additional insured endorsement showing same (ACORD Form alone is insufficient for additional insured proof). Whenever more than $1,000,000 liability insurance is required by this Agreement, the excess may be covered by an umbrella policy. Concessionaire may elect to self-insure for all or part of the required coverage upon providing evidence of a self-insurance program satisfactory to the County, requiring the written approval of the County Attorney.

B. The Concessionaire further agrees to provide Authority with **proof of New York State Workers' Compensation Insurance in the form of a Certificate** provided to Authority, or provide evidence of a self-insurance program satisfactory to the County, requiring the written approval of the County Attorney. "ACORD" forms are not accepted as proof of Workers' Compensation. Acceptable forms are C-105.2 (insurance carrier), U-26.3 (State Insurance Fund), SI-12 or GSI-105.2 (if self-insured).

C. **Casualty Insurance** – The Concessionaire further agrees to provide the County

and the Authority, as the additional insureds, an all risk coverage insurance policy, including sprinkler and leakage in an amount not less than the Full Insurable Value of the Premises including that portion of the Terminal encompassing the Premises to include the floors, halls, roof, windows and improvements. Full Insurable Value shall mean actual replacement value exclusive of the cost of excavation and foundations. Full Insurable Value shall be determined from time to time but at least every sixty-(60) months. If the Concessionaire has any other property insurance coverage covering their own property or the property of others, then all such policies shall include a waiver by the insurer of all right of subrogation against the Authority in connection with any damage or injury thereby insured against, even if such damage or injury shall be brought about by the fault or negligence of the Authority, or their respective employees, agents or patrons, as long as the same is attainable.

D. Such policies shall be issued by a company or companies licensed to do business in the State of New York and shall be in a form approved by the County Attorney. **A current Certificate of Insurance shall be required to accompany the executed Concession Agreement as Attachment 1.** In subsequent Concession Years a current Certificate shall be remitted annually to the Authority and the County Attorney's Office. If the Concessionaire fails to obtain the insurance required hereunder, the Authority may treat such failure as a default on the Concessionaire's obligation hereunder or the Authority may secure such insurance at the expense of the Concessionaire. All insurance policies required to be carried under this Agreement by the Concessionaire shall provide that (and any certificate evidencing the existence of any insurance policies shall certify that) unless the Authority shall have been given thirty (30) days written notice of any cancellation, failure to renew, or material change as the case may be, the insurance shall not be canceled and shall continue in full force and effect, and no material change may be made in the insurance policy.

ARTICLE 27 - STRIKES

In the event of a work stoppage and/or strike which takes place at the Airport for a period of greater than thirty (30) days and causes a significant decrease in the volume of business for the Concessionaire, the Authority agrees to waive the required monthly payment of the MAG after the initial thirty (30) day period and for the duration of the job action. In the event of such a job action, it will be left to the Concessionaire to establish the loss of revenue and to petition the Authority for any relief under this Article.

ARTICLE 28 - RIGHT OF INSPECTION

The Authority, or its duly authorized agent may, at all reasonable times and at all reasonable hours, enter upon the Premises to examine the condition of same, make any repair the Authority deems necessary or desirable, or to obtain information for

preparation of any renovations of the Terminal.

ARTICLE 29 - INVALIDITY OF PARTICULAR PROVISIONS

If any covenant, agreement or condition of this Agreement or the application thereof to any person, firm or corporation or to any circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such covenant, agreement or condition to the persons, firms or corporations or to circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby. Each covenant, agreement or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE 30 - DEFAULTS

A. The following events shall be deemed "Events of Default" caused by the Concessionaire, the Concessionaire's parent corporation or guarantor:

1. Default in the payment of fees payable under this Agreement or any part thereof when and as the same shall become due and payable, and such default shall continue for a period of thirty (30) days after written notice thereof from the Authority to the Concessionaire;
2. Default by the Concessionaire in the performance of, or compliance, with any of the covenants, agreements, terms or provisions contained in this Agreement, other than those referred to in the foregoing subparagraph, and such default shall continue for a period of thirty (30) days after written notice thereof from the Authority to the Concessionaire; except that if such breach cannot reasonably be cured by the Concessionaire within such time, the period to cure shall be extended to such time as reasonably necessary provided the Concessionaire has commenced action to cure such breach within the thirty (30)-day period;
3. Filing by the Concessionaire or Guarantor of a voluntary petition in bankruptcy;
4. Institution of proceedings in bankruptcy against the Concessionaire and the adjudication of the Concessionaire as a bankrupt pursuant to such proceedings;
5. Taking by court of competent jurisdiction of the Concessionaire's assets pursuant to proceedings brought under the provisions of any Federal reorganization act;
6. Appointment of a receiver for the Concessionaire's assets;
7. Sale or merger of the Concessionaire without the Authority's consent, which consent shall not be unreasonably withheld, and provided that this restriction shall not apply to a sale or merger involving an affiliated entity which assumes the Concessionaire's obligations hereunder;
8. Assignment for benefit of creditors; or

9. Abandonment of the Premises or cessation of operation by the Concessionaire for thirty (30) consecutive days.

B. Upon the occurrence of any of the Events of Default as set forth in Paragraph A above, then the Authority at any time thereafter during the continuance of such Events of Default, may give written notice to the Concessionaire, specifying such Event or Events of Default and stating that this Agreement and the term herein shall expire and terminate on the date specified in such notice, which shall be at least twenty (20) days after the giving of such notice. Upon the date specified in such notice, subject to the provisions of subparagraphs hereof, this Agreement and the term herein and all rights of the Concessionaire under this Agreement shall expire and terminate.

C. Upon any such expiration or termination of this Agreement, the Concessionaire shall quit and peacefully surrender the Premises to the Authority, and the Authority, upon or at any time after such expiration or termination, may without further notice, enter upon and re-enter the Premises and possess and repossess itself thereof by force, summary proceedings, ejectment or otherwise, and may dispossess the Concessionaire and remove the Concessionaire and all other persons and property from the Premises, and may have, hold and enjoy the Premises and the right to receive all fee income of and from the same.

D. At any time or from time to time after such expiration or termination, the Authority may relet the Premises or any part thereof, in the name of the Authority or otherwise, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term of this Agreement) and on such conditions (which may include concessions or no payments) as the Authority, in its sole discretion, may determine, provided, however, that the Authority shall make a diligent effort to relet the Premises on terms and conditions comparable to those contained in this Agreement.

E. If the Authority re-lets any or all of the Premises, as aforesaid, the Concessionaire shall, upon written request of the Authority, execute and deliver any assignment or assignments of all its rights, title and interest under this Agreement to such persons or entities as the Authority shall direct; or, if the Concessionaire is for any reason unable or unwilling to execute and deliver such assignment or assignments as requested by the Authority, the Concessionaire hereby irrevocably appoints the Authority its Attorney in-fact for purposes of executing and delivering such assignment or assignments.

F. Notwithstanding any such assignment by or on behalf of the Concessionaire, the Concessionaire shall continue to be liable for its obligations under this Agreement and in addition to any other remedy it may have, the Authority may recover from the Concessionaire all damages incurred by the Authority by reason of such breach,

including but not limited to the reasonable cost of attorney's fees and other costs of recovering the Premises; the expenses of any re-letting, including any costs to put the Premises in tenantable condition. The difference, if any, between the fee reserved hereunder based on the Concessionaire's history of Gross Sales, and any fees received by the Authority by virtue of any reletting as aforesaid; or if the Premises are not relet, the worth at the time of such termination of the excess, if any, of the amount of fee and charges which would be payable under this Agreement for the remainder of the stated term based on the Concessionaire's history of Gross Sales up to the date of such termination over the then reasonable fee value of the Premises for the remainder of the stated term. All of which amounts shall be immediately due and payable from the Concessionaire to the Authority.

G. No failure by the Authority to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of fee or additional fee during the continuance of any such breach shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No covenant, agreement, term or condition of this Agreement to be performed or complied with by the Concessionaire, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the Authority or the Concessionaire as required by the Article labeled "MERGER." No waiver of any breach shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other than existing or subsequent breach thereof.

H. Each right and remedy of the Authority provided for in this Agreement shall be cumulative and shall be in addition to every other right or remedy provided for in this Agreement or now or hereafter existing at law or in equity, or by statute or otherwise, and the exercise or beginning of the exercise by the Authority of any one or more of the rights or remedies provided for in this Agreement now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the Authority of any or all other rights or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise.

ARTICLE 31 - TERMINATION BY THE CONCESSIONAIRE

In addition to any rights of termination granted to the Concessionaire hereinabove, the Concessionaire may cancel this Agreement and terminate all of its obligations hereunder at any time by giving ninety (90) days written notice upon or after the happening of any one or more of the following events if said event or events shall then be continuing:

A. Withdrawal by the Federal Aviation Administration of the right of all major commercial airlines to operate into and from the Greater Rochester International Airport; or

B. A decrease in the annual enplanements at the Airport, which shall be at least a fifteen percent (15%) decrease from the previous three-year average of annual enplanements at the Airport as measured in at least two (2) consecutive six-month intervals; or

C. Breach by the Authority of any of the covenants or agreements herein contained, and the failure of the Authority to remedy such breach for a period of thirty (30) days after receipt from the Concessionaire of written notice of the existence of such breach, except that if such breach cannot reasonably be cured by the Authority within such time, the period to cure shall be extended to such time as reasonably necessary, provided the Authority has commenced action to cure such breach within the thirty (30) day period; or

D. Inability of the Concessionaire to use the Premises and facilities for a period longer than thirty (30) days due to any order, rule or regulation of any appropriate governmental authority having jurisdiction over the Authority due to war, earthquake or other force majeure. If the Concessionaire subsequently exercises its right to terminate the Agreement under this Section, the Authority will consider entering into negotiations to buy out the Concessionaire's unamortized investment in the facility. This consideration by the Authority shall not be construed by the Concessionaire to mean that the Authority will agree to buy out the Concessionaire's unamortized investment in the facility.

ARTICLE 32 – ASSIGNMENT, ETC.

A. The Concessionaire shall not transfer, assign, sublet, mortgage or otherwise encumber any of the Premises or estate of the Concessionaire, without written consent of the Authority. Such consent of the Authority shall not be unreasonably withheld. The Authority shall receive 2% of the sale price received by the Concessionaire upon transfer, assignment or sublet of the Premises.

B. No consent by the Authority to an assignment of this Agreement and no assignment made as hereinafter permitted shall be effective until there shall have been delivered to the Authority an agreement, in recordable form, executed by the Concessionaire and the proposed assignee, in which such assignee assumes due performance of the obligation on the Concessionaire's part to be performed under this Agreement to the end of the term.

C. Upon the Authority having given such consent, and the Concessionaire having delivered to the Authority the agreement of the assignee to assume the obligations of

this Agreement as aforesaid, the Concessionaire shall be secondarily liable for the performance of rights and obligations of the Concessionaire under this Agreement as well as primarily liable for all obligations which accrued prior to the effective date of such assignment.

D. In the event this Agreement shall be assigned to a partnership, tenancy in common, joint tenancy, syndicate, joint venture, or similar entity, or to more than one person, corporation or other entity, all such persons, corporations and entities and all members of such entities shall assume the obligations of this Agreement jointly and severally.

E. However, no consent shall be required if the Concessionaire assigns this Concession Agreement to an entity in which the Concessionaire has a majority ownership interest, provided that the Concessionaire gives written notice to the Authority of the assignment and the Concessionaire shall not be released from any of its obligations or liabilities under this Agreement.

ARTICLE 33 – MECHANICS' LIENS

If any mechanics' or other liens, or orders for payment of money shall be filed against the Premises or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished, or to be furnished, to or for the Concessionaire at the Premises, or for or by reason of any change, alteration or addition thereto or the cost or expense thereof, or any contract relating thereto, or against the Authority as owner thereof, the Concessionaire shall within thirty (30) days after notice of filing thereof cause the same to be canceled and discharged of record, by bond or otherwise at the election and expense of the Concessionaire, and shall also defend on behalf of the Authority at the Concessionaire's sole cost and expense any action, suit or proceeding which may be brought thereon or for the enforcement of such lien, liens or orders, and the Concessionaire will pay any damages and discharge any judgment entered therein and save harmless the Authority from any expenses, claim or damage resulting therefrom. Upon the Concessionaire's default, the Authority may, but shall not be obligated to remove and/or discharge any such liens or orders, and all payments and expenses incident thereto shall be due and payable by the Concessionaire upon the next fee payment date as additional fee.

ARTICLE 34 - QUIET ENJOYMENT

The Authority agrees that upon payment of the fee and performance of the covenants and agreements on the part of the Concessionaire to be performed hereunder, the Concessionaire shall peaceably have and enjoy the Premises and all rights and privileges granted and to the Concessionaire hereunder.

ARTICLE 35 - CONDEMNATION

A. In the event that the Premises, the improvements located thereon, or any part thereof, shall be taken either permanently or by immediate temporary possession in condemnation proceedings or by exercise of any right of eminent domain or by agreement between Landlord and those authorized to exercise such right (hereinafter collectively “taking”), the Authority shall be entitled to collect from any condemnor the entire award that may be made in any such proceeding without deduction therefrom for any estate hereby vested in or owned by the Concessionaire, except that the Concessionaire shall participate to the extent attributable to the unamortized value of the Premises and any other improvements constructed by the Concessionaire after the date hereof.

B. In the event that part of the Airport property, not involving the Premises, shall be taken, the Authority shall be entitled to “recapture” the Premises or materially all thereof if, in the Authority's reasonable opinion, the recapturing is necessary in order to continue its operations on its Airport property. In such event, the Authority shall compensate the Concessionaire for the unamortized value of the Premises and any other improvements constructed by the Concessionaire after the date hereof.

C. In the event of condemnation or the threat of condemnation, any settlement negotiations and/or trial and appeal of such proceedings shall be conducted by the Authority, at the Authority's expense, unless otherwise agreed to between the parties at the time of the proposed taking.

D. If at any time during the term of this Agreement; (i) title to the whole or materially all of the Premises shall be taken; (ii) or such portions of the balance of the Authority's Airport property are taken, or conveyed in lieu of condemnation, so as to require, in the Authority's reasonable opinion, the recapturing of the Premises or materially all thereof in order to continue its airport operations, then in either event this Agreement shall terminate and expire on the date of such taking and the Concessionaire shall be compensated as provided in paragraph A or B of this Article. For the purposes of this paragraph “materially all of the Premises” shall be deemed to have been taken if, in the Authority's opinion, the portion of the Premises not so taken cannot be so repaired or reconstructed so as to resume the Concessionaire's normal operation at least at the level of use which existed immediately prior to such taking.

E. If at any time during the term of this Agreement title to less than the whole or less than materially all of the Premises shall be taken as aforesaid and the Authority has not exercised its right to recapture the Premises as provided in paragraph D, the Authority shall hold and apply such portion of the award or awards collected by the Authority pursuant to paragraph A above as may be necessary to repair or reconstruct the Premises for use by the Concessionaire. In the event that such costs to repair or

reconstruct the Premises exceed the amount of the award or awards collected by the Authority, either party may cancel the Agreement unless either party elects to pay the deficiency.

F. Except as herein otherwise specifically provided, if title to less than the whole or less than materially all of the Premises shall be taken as aforesaid, the Authority has not exercised its right to recapture the Premises as provided in paragraph B above, this Agreement shall continue and the fee shall abate to the extent the Concessionaire's business is reduced as a consequence of the taking.

G. The Concessionaire shall not be entitled to share in any award or awards made in condemnation proceedings for the taking of any appurtenances to the Authority's Airport property or areas or projections outside the boundaries of the lands owned by the Authority, or any rights in, under or above the streets adjoining said lands, or any rights and benefits of light or air or any rights and benefits of space, below the surface of, or above, the Premises.

H. If the temporary use of the whole or materially all of the Premises shall be taken by any lawful power or authority for any purpose, for a period in excess of six (6) months, this Agreement shall terminate at the Concessionaire's election, in which event the award or payment shall be allocated between the Authority and the Concessionaire as provided in paragraph A of this Article and the fee shall abate during the said six (6) month period. Any amounts paid by the Concessionaire as fee for such six (6) month period or any portion thereof shall be promptly refunded upon termination of the Agreement.

I. In the event that the Authority requires all or a substantial portion of the Premises to carry out and execute improvements to the Authority's airport facilities as are contained in the Monroe County Airport Master Plan (hereinafter referred to as "Plan") which Plan has been approved by the Monroe County Legislature and actual construction has been approved by such Legislature, the rights and remedies of the Concessionaire shall be governed in the same manner as provided in this Article, as though the Authority exercised the power of a condemnor therein.

ARTICLE 36 - FORCE MAJEURE

In the event that the Authority or the Concessionaire shall be delayed, hindered in, or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, terrorism, or the act, failure to act, or default of the other party, or other related reasons, including a quarantine on beef products due to "mad cow disease", deemed by the Director of Aviation to be beyond either party's control, then performance of such act shall be

excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 37 - SUCCESSORS AND ASSIGNS

All of the terms, covenants and conditions of this Agreement shall extend to and bind the legal successors and assigns of the parties hereto.

ARTICLE 38 - LIQUIDATED DAMAGES

The Concessionaire's failure to adhere to the foregoing operating standards shall result in inconvenience to the public and shall adversely affect the operation of the Airport. Quantification of the resulting damages is difficult. The parties agree that the liquidated damages set forth below are reasonable estimates of the actual damage that would be incurred by the public and the Airport for the specified breaches of the foregoing operating standards, and the Concessionaire agrees to pay to the Authority liquidated damages in accordance with this section at the rates or in the amounts specified below upon the occurrence of the specified breach unless corrected within five (5) days of written notice from the Director of Aviation.

LIQUIDATED DAMAGES FOR VIOLATION OF OPERATING STANDARDS	
Service Standards - reference Article 6	$ 100 per occurrence
Employee Standards - reference Article 6	$ 50 per occurrence
Hours of Operation - reference Article 8	$250 per occurrence
Security Compliance – deliveries, escorting, securing premises & contents, reference Article 10	$250 per occurrence
Deliveries and Escorting - reference Article 10	$ 100 per occurrence
Waste Reduction, Recycling, Refuse – reference Article 15	$ 50 per occurrence
Signs - reference Article 16	$ 50 per occurrence
Sanitation, Hygiene, & Cleanliness - reference Article 18	$ 100 per occurrence
Sales Restrictions/Pricing – reference Article 23	$250 per occurrence

ARTICLE 39 - MERGER

All prior understandings and agreements between the parties are merged within

this Agreement, which alone fully and completely sets forth the understanding of the parties; and this Agreement may not be changed or terminated orally or in any manner other than by an agreement in writing and signed by the party against whom enforcement of the charge or termination is sought.

ARTICLE 40 - NOTICES

Any notice or demand which either party may or must give to the other hereunder shall be in writing and delivered personally, or sent by Certified or Registered Mail, return receipt requested, postage prepaid, or sent by an overnight express delivery service such as Federal Express whereby a record is kept, and if to the Authority, addressed to:

Director of Aviation
Greater Rochester International Airport
1200 Brooks Avenue
Rochester, New York 14624

with a copy to: Department of Law
39 West Main Street
Rochester, New York 14614;

and, if to the Concessionaire, addressed to:

with a copy to: _____
_____
_____

or to such other respective addresses as the parties may designate in writing from time to time.

ARTICLE 41 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND RESPONSIBILITY

The undersigned certifies, to the best of his/her knowledge and belief, that the Concessionaire and its principles:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

2. Have not within a three-year period preceding this Agreement been convicted

of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and

4. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

ARTICLE 42 - CAPTIONS

The captions and headings used in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any purpose or limit or otherwise affect the meaning of the terms and conditions herein.

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first above written.

Monroe County Airport Authority

By: _____
Administrative Director

Concessionaire:

By: _____

Title: _____

Tax I.D. No.

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On the ____day of _____ in the year 20__, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Signature of Notary and Stamp

STATE OF)
COUNTY OF) SS:

On the ____day of _____ in the year 20__, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he-she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Signature of Notary and Stamp

Exhibit A

PLAN OF SPACE DESIGNATION - PREMISES

Exhibit B

REQUIRED & APPROVED MENU

Attachment 1

CERTIFICATE(S) OF INSURANCE

(provided by the Concessionaire)

APPENDIX B

MONROE COUNTY AIRPORT AUTHORITY
PROCUREMENT DISCLOSURE POLICY
(Adopted August 16, 2006)

Purpose

This Procurement Disclosure Policy is adopted to bring the Monroe County Airport Authority (Authority) into compliance with State Finance Law Sections 139-j and 139-k (the "Statutes") and to provide for the implementation of such Statutes by the Authority.

Article 1

Definitions

As used herein, the following terms shall have the meanings set forth below:

Article of Procurement

A commodity, service, technology, public work, construction, revenue contract, the purchase, sale or lease of real property or an acquisition or granting of other interest in real property, that is the subject of a Governmental Procurement.

Contacts

Any oral, written or electronic communication with a governmental entity under circumstances where a reasonable person would infer that the communication was intended to influence the Governmental Procurement.

Governmental Entity

(a) Any department, board, bureau, commission, division, office, council, committee or officer of the state, whether permanent or temporary; (b) each house of the state legislature; (c) the unified court system; (d) any public authority, public benefit corporation or commission created by or existing pursuant to the public authorities law; (e) any public authority or public benefit corporation, at least one of whose members is appointed by the governor or who serves as a member by virtue of holding a civil office of the state; (f) a municipal agency, as that term is defined in paragraph (ii) of subdivision (s) of section one-c of the legislative law; or (g) a subsidiary or affiliate of such a public authority.

Governmental Procurement

(a) The preparation or terms of the specifications, bid documents, request for proposals, or evaluation criteria for a Procurement Contract, (b) solicitation for a Procurement Contract, (c) evaluation of a Procurement Contract, (d) award, approval, denial or disapproval of a Procurement Contract, or (e) approval or denial of an assignment, amendment (other than amendments that are authorized and payable under the terms of the Procurement Contract as it was finally awarded or approved by the comptroller, as applicable), renewal or

extension of a Procurement Contract, or any other material change in the Procurement Contract resulting in a financial benefit to the Offerer.

Impermissible Contacts

Contacts made by an Offerer shall be considered impermissible if the Offerer fails to satisfy the requirements of Article 4 and Article 5 hereof.

Offerer

The individual or entity, or any employee, agent or consultant or person acting on behalf of such individual or entity, that contacts a Governmental Entity about a Governmental Procurement during the Restricted Period of such Governmental Procurement.

Permissible Contacts

Contacts made by an Offerer shall be considered permissible if the Offerer satisfies the requirements of Article 4 and Article 5 hereof.

Procurement Contract

Any contract or other agreement for an Article of Procurement involving an estimated annualized expenditure in excess of Fifteen Thousand Dollars ($15,000). Grants, article eleven-B state finance law contracts (i.e., any contract providing for a payment under a program appropriation to a not-for-profit corporation), intergovernmental agreements, railroad and utility force accounts, utility relocation project agreements or orders and eminent domain transactions shall not be deemed Procurement Contracts.

Procurement Officer

This term shall have the meaning set forth in Article 3 hereof.

Procurement Record

This term shall have the meaning set forth in Article 6 hereof.

Proposal

Any bid, quotation, offer or response to a Governmental Entity's solicitation of submissions relating to a procurement.

Restricted Period

The period of time commencing with the earliest written notice, advertisement or solicitation of a proposal or bid, or any other method for soliciting a response from offerers intending to result in a procurement contract and ending with the final contract award and approval by the appropriate entity.

Solicitation Materials

This term shall have the meaning set forth in paragraph (a) of Article 4 hereof.

Article 2
Investigating Officer

The Monroe County Attorney, Legal Advisor to the Authority, is hereby appointed as the Officer responsible for reviewing and investigating any allegations of violation of this policy or of the Statutes.

Article 3
Procurement Officers

(Authorized Authority Contact Persons)

The Members of the Authority hereby delegate to the Administrative Director the power to select a "Procurement Officer" for each and every Governmental Procurement (collectively, the "Procurement Officers"). The Administrative Director may either select the Procurement Officer at the time the Governmental Procurement commences or select a Procurement Officer in advance for each type or category of Governmental Procurement. Such Procurement Officer(s) shall be the designated "contact" person for Offerers during the Restricted Period surrounding each Governmental Procurement.

Article 4
Contacts by Offerers

All Contacts between an Offerer and the Authority during the Restricted Period for each Governmental Procurement shall be made through the applicable Procurement Officer, unless one of the following exceptions applies:

(a) The submission of written proposals in response to a request for proposals, invitation for bids or any other method of soliciting a response from Offerers intending to result in a Procurement Contract (collectively, "Solicitation Materials");

(b) The submission of written questions to a designated contact set forth in any Solicitation Materials, when all written questions and responses are to be disseminated to all Offerers who have expressed interest in the Solicitation Materials;

(c) Participation in a conference provided for in any Solicitation Materials;

(d) Complaints made in writing to the Administrative Director by an Offerer regarding the failure of the applicable Procurement Officer to respond in a timely manner to authorized Offerer Contacts, provided that such written complaints become part of the Procurement Record;

(e) Offerers who have been tentatively awarded a contract and are communicating with the Authority for the sole purpose of negotiating the contract, so long as the Contact occurs after the Offerer has received notice of the tentative award;

(f) Contact between designated Authority staff and an Offerer in which the Offerer requests the review of a procurement award;

(g) Contacts by Offerers in protests, appeals or other review proceedings before the Authority seeking a final administrative determination, or in a subsequent judicial proceeding;

(h) Complaints of alleged improper conduct in a Governmental Procurement to the Attorney General, Inspector General, District Attorney, or court of competent jurisdiction; or

(i) Written complaints to the State Comptroller's Office during the process of contract approval, when the State Comptroller's approval is required by law, provided that such written complaints become part of the Procurement Record; and

(j) Complaints of improper conduct in a Governmental Procurement conducted by a municipal agency or local legislative body to the State Comptroller's Office.

The Statutes and this Policy permit communications between Offerers and the Authority prior to the Restricted Period in the form of a request for information ("RFI") by the Authority and the response thereto by the Offerer. The RFI must be used as a means to collect information upon which to base a decision by the Authority to proceed with a Governmental Procurement and not as a tool employed to award a Procurement Contract.

Article 5
Other Prohibited Offerer Activities

In addition to utilizing the designated Procurement Officer for all Contacts with the Authority, the following additional rules shall apply to all Offerers:

(a) Offerers shall not attempt to influence the Authority's Governmental Procurement in a manner that would result in a violation of any State ethics/conflict of interest statute or the Authority's Code of Ethics or Conflict of Interest Policies; and

(b) Offerers are prohibited from contacting any member, officer or employee of a governmental entity other than the Authority[1], during the Restricted Period of a Governmental Procurement, regarding the Authority's pending procurement.

Article 6
Procurement Record

For each Governmental Procurement of the Authority, the applicable Procurement Officer shall maintain a procurement record (the "Procurement Record"), including all written materials pertaining to the specific Governmental Procurement. Upon any Contact in the Restricted Period, the Procurement Officer shall obtain the name, address, telephone number, place of principal employment and occupation of the person or organization making the Contact and inquire and record whether the person or organization making such contact was the Offerer or was retained, employed or designated by or on behalf of the Offerer to appear before or contact the Authority about the Governmental Procurement. The Procurement Record shall include all recorded Contacts described in the prior sentence, whether such Contacts are Permissible Contacts or Impermissible Contacts. The Procurement Record shall not include Contacts with certain public officials as described in the footnote to item (b) of Article 5 hereof. In addition, the Procurement Record shall not include communications that a reasonable person would infer are not intended to influence a Governmental Procurement. The Authority shall

[1] This prohibition is not applicable to Contacts between an Offerer and a member of the state legislature or legislative staff about a governmental entity other than the State Legislature, or a member of the state legislature or legislative staff contacting a governmental entity about a Governmental Procurement being conducted by a governmental entity other than the state legislature, provided that the member of the state legislature or legislative staff is acting in their official capacity.

keep a written or electronic copy of the Procurement Record for a period of six years from the end of the Restricted Period for each Governmental Procurement.

Article 7
Required Disclosure

In general, all Solicitation Materials shall incorporate a summary of the policy and prohibitions of the Statutes as well as include copies of rules, regulations and the Authority's guidelines and procedures regarding Permissible Contacts during a Governmental Procurement. The following provisions offer specific methods for satisfying such requirements.

1. In all Authority Solicitation Materials, the following statement shall appear:

   Pursuant to State Finance Law §§139-j and 139-k, this solicitation [or other applicable identifier, i.e. "Invitation for Bid" or "Request for Proposal," etc.] includes and imposes certain restrictions on communications between a Governmental Entity (including the Authority) and an Offerer during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit offers through final award and approval of the Procurement Contract by the Authority and, if applicable, the Office of the State Comptroller [the Authority may delete the reference to Comptroller approval when not applicable] ("restricted period"), to other than the Authority's Procurement Officer unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). The Authority's Procurement Officer(s) for this Governmental Procurement, as of the date hereof, is identified on the first page of this solicitation [or wherever in the bid documents it is identified]. Authority employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four (4) year period, the Offerer/bidder is debarred from obtaining government Procurement Contracts. Further information about these requirements may be obtained from the Procurement Officer.

2. In all Authority Procurement Contracts, the following provision shall appear:

   The Authority reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer in accordance with State Finance Law §139-k (5) was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Offerer in accordance with the written notice terms of this contract."

3. In each response to any Solicitation Materials, the Offerer shall complete the following in a timely and accurate fashion:

(a) "Offerer Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j(3) and 139-j (6)(b)" in the manner discussed in Appendix "A" hereto;

(b) " Offerer Certification of Compliance with State Finance Law § 139-k (5)" in the manner discussed in Appendix "B" hereto; and

(c) "Offerer Disclosure of Prior Non-Responsibility Determinations" in the form provided as Appendix "C" hereto.

The failure of an Offerer to comply with such disclosure requirements will subject the Offerer to the sanctions described in Article 10 hereof, as well as any other penalties permitted by law.

Article 8
Requirements of the authority prior to Awarding Procurement Contracts

Prior to conducting an award of a Procurement Contract, the Members of the Authority shall:

1. Make a final determination of responsibility of the proposed awardee in accordance with the Authority's existing procedures;

2. Make a final determination of responsibility of the proposed awardee that measures compliance with the State Finance law provisions regarding (i) Permissible Contacts and (ii) disclosure of all information required in any Solicitation Materials (including, but not limited to, prior findings of non-responsibility by a Governmental Entity); and

3. Make a final determination that the procurement process for such proposed award was free from any conduct prohibited under the Public Officers Law as well as the applicable provisions of the Authority's Code of Ethics and/or Conflict of Interest Policies.

Article 9
Alleged Violation; Procedure

1. Any Member, officer or employee of the Authority who becomes aware that an Offerer has violated this Policy or the Statutes shall:

(a) Immediately notify the County Attorney, who shall immediately investigate the alleged violation(s).

(b) If, after commencing the investigation, the County Attorney finds that there is sufficient cause to believe the alleged violation has occurred, s/he shall give the alleged violating Offerer reasonable notice (in the form of a certified letter, return receipt requested) informing him/her of the allegations and providing him/her with an opportunity to be heard regarding the allegations.

(c) If, following the opportunity to be heard, the County Attorney determines that the Offerer has knowingly and willfully violated this Policy, the Statutes or any other applicable procurement disclosure standards affecting Members, Officers or employees of the Authority, the Offerer shall be subject to sanctions described in Article 10 hereof.

2. The County Attorney shall report to the Investigating Officer of another Governmental Entity any violation of the statutes by an Offerer or by such other Governmental

Entity's employees. The County Attorney shall be the person designated to receive similar communications coming from another Governmental Entity.

Article 10
Sanctions

1. Upon a finding by the County Attorney that an Offerer has knowingly and willfully violated this Policy, the Statutes or any other applicable procurement disclosure standards affecting Members, officers or employees of the Authority, the Offerer shall be subject to the following sanctions, as well as any other penalty permitted by law:

(a) The Offerer shall be deemed "non-responsible" and such Offerer (along with its subsidiaries and any other related or successor entity) shall not be awarded the Procurement Contract, unless the Authority finds that the following special circumstances exist:

(i) The award to the offending Offerer is necessary to protect public property or public health or safety; and

(ii) The offending Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe.

(b) In addition, the County Attorney shall notify the State Office of General Services of the finding of non-responsibility[2].

2. Upon a finding that a Member, officer or employee of the Authority has knowingly and willfully violated this Policy, the Statutes or any other applicable procurement disclosure standards affecting Members, officers or employees of the Authority, the County Attorney shall immediately notify the Administrative Director of the Authority or the Chair of the Board of the Authority.

Distribution of This Policy

This Policy shall be distributed annually to the Authority's Members and officers. It shall also be distributed annually to those employees that have the ability to affect any Procurement. It shall also be distributed to each new Member, officer and applicable employee as soon as practicable following commencement of such position.

[2] A second finding of non-responsibility under the Statutes within four (4) years will render the Offerer (along with its subsidiaries and any other related or successor entities) ineligible to submit a proposal on or be awarded any Procurement Contract for four (4) years from the date of the second final determination of non-responsibility, unless the special circumstances outlined in Section (a) of this Article 10 exist.

APPENDIX C

MONROE COUNTY AIRPORT AUTHORITY

<u>REQUIRED FORMS</u>

THE FOLLOWING FORMS ARE REQUIRED SUBMISSION DOCUMENTS. FAILURE TO COMPLETE ANY OF THESE FORMS AND SUBMIT THEM WITH YOUR QUALIFICATIONS MAY RENDER THE APPLICANT NON-RESPONSIVE AND INELIGIBLE FOR SELECTION.

Addenda to RFP: Additional Information, Clarification and/or Revision

Other than the information contained in this Request for Proposal, all other information will be issued to Proposers of record in the form of Addenda hereto. It is the responsibility of each Proposer to be properly registered with the Department of Aviation, Airport Administration Office by **immediately returning** the attached ***Registration Form to Receive Addenda*** for the purpose of receiving any pertinent or substantive information.

Questions, comments and requests regarding this RFP and its Sample Concession Agreement must be submitted in writing via express delivery, fax or e-mail to:

Stephanie Lucania
Department of Aviation
Greater Rochester International Airport
1200 Brooks Avenue
Rochester, New York 14624
Fax (585) 753-7008
Telephone: (585) 753-7155
e-mail: slucania@monroecounty.gov

All questions, requests and comments must be received no later than 3:00 p.m. on July 10, 2012. Within six (6) business days questions received by the deadline shall be responded to by a written Addenda, providing the response is substantive to the RFP or the Sample Agreement.

For clarifications a copy of both the question(s) and response(s) will be sent and, if there are any revision(s) to the RFP or Sample Agreement, the applicable revised page(s) will be sent to all registered Proposers. It is strongly advised that a Proposer provide a fax and/or an e-mail address to ensure that Addenda will be received in a timely manner. No oral responses shall be made by the Authority or its agents on substantive questions nor should any oral responses be relied upon by any Proposers with respect to any request for clarification.

The Authority reserves the right to waive the time period within which to receive and respond in writing to requests for clarification when it is in the best interest of the Authority. An acknowledgment of each Addenda, if any, must be submitted with the RFP proposal.

MONROE COUNTY AIRPORT AUTHORITY

Greater Rochester International Airport • Rochester • New York • 14624

Registration Form to Receive Addenda

Regarding: Request for Proposals for Operation of Food and Beverage Concession at the Greater Rochester International Airport

During the RFP offering period any additional/revised substantive information concerning the above RFP will be provided to registered prospective Proposers. To insure receipt of all Addenda regarding the RFP entitled "Operation of Food and Beverage Concession at the Greater Rochester International Airport", dated June 22, 2012, please complete the information requested below and return it via mail, fax or e-mail immediately to:

Stephanie Lucania
Department of Aviation
Greater Rochester International Airport
1200 Brooks Avenue
Rochester, New York 14624
Fax: 585-753-7008
e-mail: slucania@monroecounty.gov

The undersigned is in receipt of the said RFP document and requests that any and all additional substantive information regarding this RFP be sent to:

Name of Designated Contact Person: _____

Name of Prospective Proposing Entity: _____

Address (to allow for express delivery, provide a street address, not a PO Box):
_____
_____
_____

Phone Number: _____
Fax Number: _____
E-Mail Address: _____

Request by: _____
Print Name: _____

Where did you find out about RFP: _____

MONROE COUNTY AIRPORT AUTHORITY

Greater Rochester International Airport • Rochester • New York • 14624

CONTRACTOR DISCLOSURE OF CONTACTS

This form must be completed and submitted with **all** bids/proposals. Failure to complete and submit this form may result in a determination of non-responsiveness and disqualification of the bid or proposal. Bidder/Proposer agrees to update this information during the negotiation or evaluation process of this procurement, and throughout the term of any contract awarded to the Bidder/Proposer pursuant to this Request for Proposals/Invitation for Bids.

PROCUREMENT NAME: _____

CONTRACTOR NAME: _____

ADDRESS: Street: _____

City: _____ State: _____ Zip: _____

NAME OF PERSON SUBMITTING THIS FORM: _____ SIGNATURE OF PERSON SUBMITTING THIS FORM _____

Has any individual or organization been retained, employed, or designated to attempt to influence the above-named procurement process?

☐ YES (**If YES**, complete rest of form) ☐ NO (**If NO**, do not complete rest of form)

The following person or organization was retained, employed or designated by or on behalf of the Bidder/Proposer to attempt to influence the procurement process:

NAME: _____

ADDRESS: Street: _____

City: _____ State: _____ Zip: _____

TELEPHONE NUMBER: _____

PLACE OF PRINCIPAL EMPLOYMENT: _____

OCCUPATION: _____

Does the above named person or organization have a financial interest in this procurement?

☐ YES ☐ NO

DEFINITIONS:

1. "**Attempt to influence the procurement process**" means any attempt to influence any determination of a member, officer or employee of a covered agency or authority by a person other than a member, officer or employee of a covered agency or authority with respect to:

   (a) the solicitation, evaluation or award of a procurement contract; or
   (b) the preparation of specifications or request for submissions of proposals for a procurement contract.

2. "**Contractor"** means bidder, offeror or Proposer for a procurement contract and shall include any subcontractor who may be engaged in the delivery of goods, services or construction pursuant to the procurement contract.

3. "**Financial interest in the procurement" means:**

   (a) owning or exercising direct or indirect control over, or owning a financial interest of more than one percent in, a contractor or other entity that stands to gain or benefit financially from the award of a procurement contract;

   (b) receiving, expecting or attempting to receive compensation, fees, remuneration or other financial gain or benefit from a contractor or other individual or entity that stands to benefit financially from a procurement contract;

   (c) being compensated by, or being a member of, an entity or organization which is receiving, expecting or attempting to receive compensation, fees, remuneration or other financial gain from a contractor or other individual or entity that stands to benefit financially from a procurement contract;

   (d) receiving, expecting or attempting to receive any other financial gain or benefit as a result of the procurement contract;

   (e) being a relative of a person with a financial interest in the procurement, as set forth in paragraphs (a) though (d) above. For purposes of this paragraph, "relative" shall mean spouse, child, stepchild, stepparent, or any person who is a direct descendant of the grandparents of an individual listed in paragraphs (a) though (d) of this subdivision or of the individual's spouse.

MONROE COUNTY AIRPORT AUTHORITY

Greater Rochester International Airport • Rochester • New York • 14624

CONTRACTOR DISCLOSURE OF PRIOR DETERMINATIONS OF NON-RESPONSIBILITY

In signing this form, I certify that all information provided to the Monroe County Airport Authority with respect to State Finance Law §139-k is complete, true and accurate.

PROCUREMENT NAME: _____

CONTRACTOR NAME: _____

ADDRESS:
Street: _____

City: _____ State: _____ Zip: _____

NAME OF PERSON SUBMITTING THIS FORM: _____

TITLE OF PERSON SUBMITTING THIS FORM: _____

SIGNATURE: _____

Has any covered agency or authority made a finding of non-responsibility regarding the Contractor in the last five (5) years?

☐ YES ☐ NO

If Yes, was the basis for the finding of the Contractor's non-responsibility due to the intentional provision of false or incomplete information required by New York State Executive Order No. 127?

☐ YES ☐ NO

If Yes, please provide details regarding the finding of non-responsibility below:

Covered Agency Name: _____

Year of Non-responsibility finding: _____

Basis of non-responsibility finding:

_____

_____

_____

DEFINITIONS:

"Covered agency or authority" shall mean any State department, office or division, or any board, commission or bureau thereof, and any public benefit corporation, public authority or commission at least one of whose members is appointed by the Governor, and shall include the State University of New York and the City University of New York.

MONROE COUNTY AIRPORT AUTHORITY

Greater Rochester International Airport • Rochester • New York • 14624

AFFIRMATION OF UNDERSTANDING AND AGREEMENT OF PERMISSIBLE CONTACTS

(Pursuant to State Finance Law §139-j (3) and §139-j (6) (b))

The undersigned affirms that (s)he understands and agrees to comply with the procedures of the Government Entity relative to permissible Contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

Date: _____ _____

[Print Contractor Name]

_____ _____

[Signature of Authorized Individual] **[Print Name of Signer]**

_____

[Print Title/Office of Signer]

_____ _____

[Print Contractor Street Address] **[Print Contractor City, State, Zip]**

THE AUTHORITY'S RIGHT TO TERMINATE

The Monroe County Airport Authority reserves the right to terminate a Contract in the event it is found that the certification filed by the Contractor/Consultant, as Proposer/Offeror, in accordance with New York State Finance Law §139-k, was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Contractor/Consultant in accordance with the written notification terms of the Contract/Agreement resulting from this Request for Proposals.

MONROE COUNTY AIRPORT AUTHORITY

Greater Rochester International Airport • Rochester • New York • 14624

Form of Proposal

Instructions: One (1) original, five (5) copies and one (1) electronic copy in PDF version (on CD or flash drive) of the proposal shall be submitted.

1. This letter on Proposer's business letterhead & signed by principal:

TO: Stephanie Lucania
Department of Aviation
Greater Rochester International Airport
Rochester, New York 14624
Fax: 585-753-7008
Telephone: (585) 753-7155
e-mail: slucania@monroecounty.gov

RE: Proposal for Food and Beverage Concession at Greater Rochester International Airport

Dear Madam:

The undersigned, having examined the Request for Proposal including its instructions to proposers, the Sample Concession Agreement, and any and all related documents for the proposed non-exclusive Food and Beverage concession at the Greater Rochester International Airport, Rochester New York, and having become familiar with the facilities therefore and operations thereof, hereby proposes the following Minimum Annual Guarantee (MAG) and Percentage (%) as outlined in the Sample Agreement, for each year of the five-year term as indicated.

Year 1 – Year 5: (amount and % may be the same all years):
Brand/Name of Concession _____

Year 1: MAG and % or formula to be applied: _____

Year 2: MAG and % or formula to be applied: _____

Year 3: MAG and % or formula to be applied: _____

Year 4: MAG and % or formula to be applied: _____

Year 5: MAG and % or formula to be applied: _____

Note: if the Authority is agreeable to renewal of the current concessionaire at least 3 months before termination of the initial term, the MAG and % negotiated for Years 6-10 will be at least 3% greater than in Year 5 above.

The undersigned agrees to execute a formal non-exclusive Food and Beverage Concession Agreement at the Greater Rochester International Airport. Attached hereto is a (certified) (cashier's) check in the amount of Five Thousand Dollars ($5,000.00) payable without condition to

Monroe County Airport Authority, which may be retained by Monroe County Airport Authority as liquidated damages, and not as a penalty, in the event of failure of the undersigned to execute a Concession Agreement at the Greater Rochester International Airport and otherwise to comply with the instructions to proposers.

The undersigned hereby acknowledges receipt of the Request for Proposal and the Sample Concession Agreement at the Greater Rochester International Airport, and that the same have been reviewed prior to the execution of this proposal; that the Terminal locations at the Greater Rochester International Airport proposed to be devoted to this privilege, and plans showing the layout of such facilities, have been inspected by the undersigned who has become thoroughly familiar herewith and with the proposed method of operation. The undersigned further:

1. acknowledges the right of the Monroe County Airport Authority in its sole discretion to reject any or all proposals submitted, and that an award may be made to a proposer other than the highest monetary proposer if all other conditions and requirements are not met;

2. acknowledges and agrees that the discretion of the Monroe County Airport Authority in selection of the successful proposer shall be final, not subject to review or attack, and;

3. acknowledges that this proposal is made with full knowledge of the foregoing and in full agreement thereto;

By submission of this proposal, the proposer acknowledges that the Monroe County Airport Authority has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the proposal and related documents, and authorizes release to the Monroe County Airport Authority of any and all information sought in such inquiry or investigation.

Dated at _____ this ____ day of _____, 2012.

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF PROPOSER:

If an Individual: _____
Doing Business As: _____

If a Partnership: _____
Doing Business As: _____
BY: _____, General Partner

If a Corporation: _____
BY: _____
TITLE: _____

If a Limited Liability Company: _____
BY: _____
TITLE: _____

ADDRESS OF PROPOSER:

_____
_____
_____

TELEPHONE NUMBER: _____

FAX NUMBER: _____
E-MAIL ADDRESS: _____

In addition to the above letter, this proposal outline must be completed with the following information and executed forms listed below.

2. **Qualifications and Experience**

Each Proposer shall detail previous business experience in providing the services as specified. Attach a statement detailing the experience. Include a brief history of the company(ies). Note any changes in company name(s) and ownership structure(s) and any other names under which the company(ies) exist today. The Proposer may include any additional information it deems necessary to demonstrate experience in this type of service.

- Include brief resumes of all principal participants
- Include list of four (4) business/bank references

3. **Management and Operations Plan**

Each Proposer shall attach a description of the management structure to be used in the proposed operation. Include a resume or job description for the on-site manger(s) proposed to be assigned to the concession operation at the Airport. Illustrate the reporting relationships between corporate and on-site management and between all on-site staff.

- Include role of principal participants
- Include Customer Service Programs and/or philosophy
- Include Policies and Practices

4. **Food and Beverage Concept, Menu and Marketing Plan**

Each Proposer shall provide a scope of services including proposed menu and descriptions of its concept and marketing plan.

5. **Proposed Food and Beverage Concession Design**

Each Proposer shall provide a narrative description of the proposed capital improvements to be made and the design theme of the proposed food and beverage concession.

- attach renderings depicting the interior and exterior views; the overall design concept and general color scheme, fixtures; and interior and exterior signage; and
- include itemized estimated total cost for concession design, construction, installation
- Include a time frame for concession design, construction and installation

Form of Proposal (continued)

6. **Financial Condition of Proposer**

   Proposer shall submit financial history covering the last three years. Attach the most recent copy of your latest financial statements prepared by an independent certified public accountant in accordance with generally accepted accounting principles. Also include the following information: current balance sheet, statement of revenues and expenses, statement of cash flows and appropriate notes to these documents. 501(c)(3) organizations must submit their most recent Form 990.

7. *Required Form:* ***Contractor Disclosure of Contacts***

8. *Required Form:* ***Contractor Disclosure of Prior Determinations of Non-Responsibility***

9. *Required Form:* ***Affirmation of Understanding and Agreement of Permissible Contacts***

10. *Required Form:* ***Certification Regarding Debarment, Suspension and Responsibility***

11. *Required Form:* ***Non-Collusion Certificate***

12. *Required Form:* ***RFP Acknowledgment Form***

13. *Required Form:* ***ACDBE Obligation Certificate*** **with brief statement of intentions attached**

Please Note: The Monroe County Airport Authority reserves the right to request additional information or an interview during the selection process.

Information considered "Confidential" or "Proprietary"
has to be so stamped on each page..

MONROE COUNTY AIRPORT AUTHORITY

Greater Rochester International Airport • Rochester • New York • 14624

Certification Regarding
Debarment, Suspension and Responsibility

The undersigned, an authorized representative of the proposing entity, certifies, to the best of his/her knowledge and belief, that the Proposer / Proposing Entity and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and

4. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Date: _____

_____
[Print Name of Proposing Entity]

By: _____
[Signature]

_____
[Print Name]

_____
[Print Title/Office]

MONROE COUNTY AIRPORT AUTHORITY

Greater Rochester International Airport • Rochester • New York • 14624

Non-Collusion Certificate

The undersigned, an authorized representative of the proposing entity, certifies that by submission of this proposal each Proposer and each person signing on behalf of any Proposer, and in the case of a joint venture each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor, and;

3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Company: _____

By:_____

Print Name: _____

Title:_____

MONROE COUNTY AIRPORT AUTHORITY

Greater Rochester International Airport • Rochester • New York • 14624

Airport Food and Beverage Concession RFP
Acknowledgment of Proposal

The submittal of this proposal is the duly authorized official act of the Proposer and the undersigned officer of the Proposer is duly authorized by resolution of Proposer to execute this Proposal on the behalf of and as the official act of the Proposer, this ___ day of _____, 2012.

Company: _____

By: _____

Print Name: _____

Title: _____

MONROE COUNTY AIRPORT AUTHORITY

Greater Rochester International Airport • Rochester • New York • 14624

ACDBE Obligation Certification

The undersigned, an authorized representative of the proposing entity, certifies that the Proposer will make good faith efforts to ensure that business concerns owned and controlled by socially and economically disadvantaged individuals (DBE) as defined in 49 CFR Part 23 and 26, as amended, participate in at least 10% of the activity, service or facility offered by the Proposer during the term of its Concession Agreement with the Monroe County Airport Authority by means of joint venture, partnership, franchise or any other legal arrangement that results in bona fide ownership and control of the activity, service or facility or by the purchase of goods, services, supplies and/or products from certified DBE vendors.

Attached to this Certificate is a brief description of efforts already undertaken to ensure ACDBE participation along with a general description of the Proposer's intention in this regard as of this date, the ____ day of _____, 2012.

Company: _____

By: _____

Print Name: _____

Title: _____