

**Wilmington International Airport**

**REQUEST FOR PROPOSALS**

**FOR**

**SPECIALTY RETAIL and/or SPECIALTY**

**FOOD/BEVERAGE CONCESSION**

DATED: November 1, 2022

SUBMITTALS DUE:  
January 12, 2023 at 2:00 PM EST

MANDATORY PRE-PROPOSAL MEETING:  
December 7, 2022 at 11 AM EST

DESIGNATED AIRPORT CONTACT:  
Carol LeTellier  
Cletellier@flyilm.com

# REQUEST FOR PROPOSALS

## SPECIALTY RETAIL and/or SPECIALTY FOOD/BEVERAGE CONCESSION

The New Hanover County Airport Authority (Authority) is soliciting proposals to select up to two (2) specialty retail or a combination of retail, food and beverage concessions at the Wilmington International Airport (Airport). The Authority intends to lease the two locations to one concessionaires. The Authority’s objective is to enhance the existing concession offerings at the Airport to provide an improved experience for passengers and increase revenue to the Airport and additional retail and enhanced food and beverage options.

The Authority also seeks to diversify the concession offerings at the Airport with respect to the overall concessions program by introducing additional competition within the Airport. Preference will be given to Proposers that include retail with a nationally branded food and beverage concept. For example, a news and gift concept with a Starbucks or Dunkin. The program developed by the successful Proposer must both compete with, and complement, the existing concession offerings at the Airport. The current Airport concessionaire is Tailwinds Deli News & Gift, Inc., (Concessionaire) which provides food and beverage service and limited retail concessions.

The following is the projected schedule of significant events associated with this Request for Proposals (RFP) process. Changes in these dates will be made only by an official addendum prior to submission of the proposal.

Milestone	Date/Times (EST)*
RFP Issuance Date	November 1, 2022
Mandatory Pre-Submittal Meeting	December 7, 2022 at 11 AM EST
Deadline for Questions	December 16, 2022
Proposal Due Date	January 12, 2023 at 2:00 PM EST
Oral Interviews/Presentations (if needed)	TBD
Board Approval and Award	March 1, 2023
Concession Opening (estimated 90 – 120 days after award)	Summer 2023

\*Note all dates after the proposal due date are estimates and subject to change

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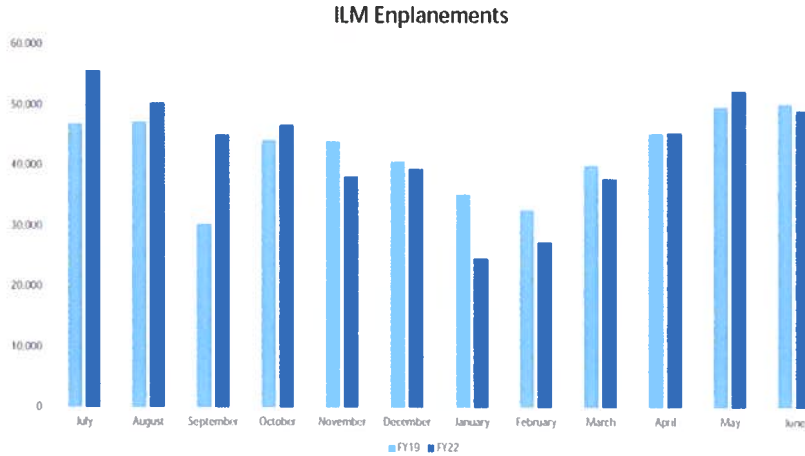
**List of Exhibits:**

- Exhibit A: Map of Existing Concession Locations
- Exhibit B: Available Concession Locations
- Exhibit C: Mandatory Proposal Form
- Exhibit D: Listing of ACDBE Subconcessionaires
- Exhibit E: Federal Contracting Clauses
- Exhibit F: Insurance

# Section 1: Airport Background and General Information

## 1.1 Airport Background

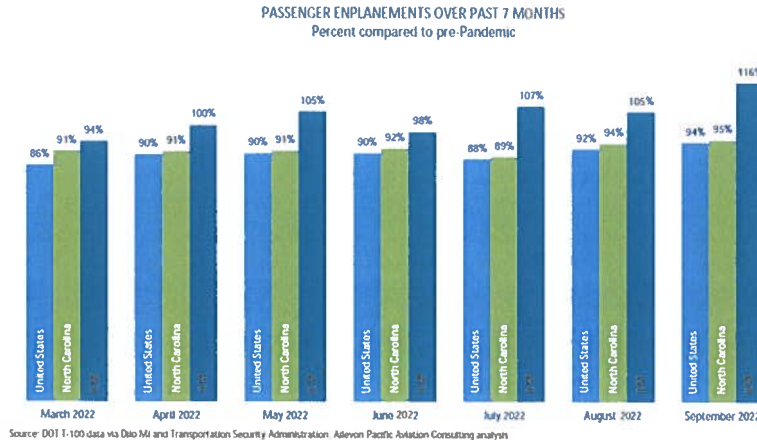
The Airport had a record year in 2019 serving over 1,000,000 passengers, with over 3,000 travelers (enplaning and deplaning) passing through the Airport each day. Following the pandemic, the Airport recovered to 92% of 2019 levels in 2021 and is forecast to return to, and exceed FY 2019 total enplanements in FY 2022.



Total Enplanements

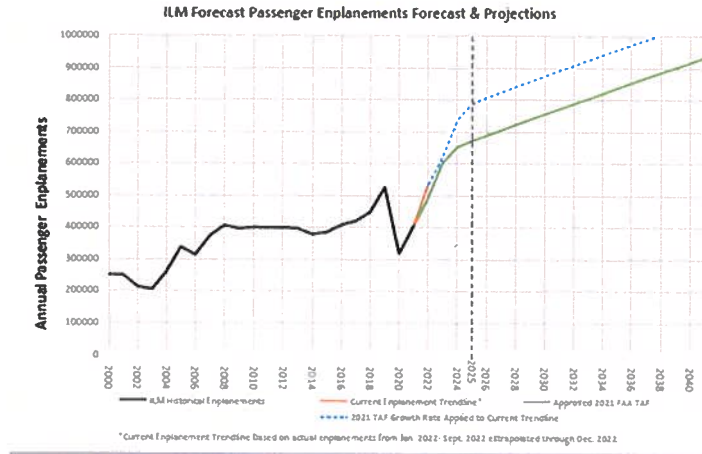
FY19	506,898
FY22	512,329
Increase	1.1%

An analysis of passenger enplanements over the last 7 months of 2022 when compared to passenger enplanements in the United States (US) and North Carolina, shows strong recovery by the Airport. In September 2022, the Airport recovered to 116% of pre-pandemic growth compared to 94% by US airports and 95% by North Carolina airports.



Source: DOT T-100 data via Dao MI and Transportation Security Administration; Alevon Pacific Aviation Consulting analysis

The Airport currently offers non-stop service to 13 destinations on American, Avelo, Delta and United. In 2022 Avelo commenced service at the Airport with nonstop flights to New Haven (CT), Orlando., Ft Lauderdale and seasonal service to Baltimore/Washington. Detailed enplanement data is available at flyilm.com/airport-documents. The Airport forecasts that its enplanements will continue to grow reaching almost 800,000 enplanements by 2025.



To accommodate the future growth, the Airport is undertaking a multi-year \$75 million terminal expansion project. The Airport has already renovated, expanded, and opened restrooms pre-security and has made significant progress in the construction of phase 3 which included an expanded gate area, additional concessions space, and additional restrooms post-security. At the conclusion of the terminal expansion project, the Airport will have 9 gates and will have increased terminal space by 75% to accommodate an expected increase in passenger traffic.

### 1.2 Airport Governance

The Airport is operated by the Authority. The Authority is governed by a board of seven directors, each of whom is appointed by the New Hanover County Commissioners, for a term of four years. The Authority has broad power to contract with concessionaires at the Airport.

### 1.3 Current Concessions

The Airport is currently served by Tailwinds Deli News & Gift, Inc., who provides the Current Concessions which includes food/beverage and limited retail. “Current Concessions” consist of the areas and services described below and shown in blue and green on **Exhibit A** hereto.

- Pre-security coffee shop (525 SF)
- Three pre-security vending machines (100 SF/machine)
- Post-security full-service restaurant (2,380 SF)
- Post-security Café, Bar and Retail (780 SF)
- Post-security Grab and Go (520 SF)
- Two post-security kiosk bars also containing pre-packaged snacks (170 SF/kiosk)
- One post-security vending machine

## 1.4 New Concessions

As described above, the Airport is currently undergoing an expansion that will provide additional room and gates for an expected increase in passenger traffic. As part of the expansion, the Airport has designed additional areas for retail and nationally branded food and beverage concessions. There are two additional areas (each one a "Premises") located post-security and shown on **Exhibit B**. The Airport also has separate storage space available to support each of the additional concession areas. A total of 1,000 SF of storage is available and will be allocated by the Airport. Note that Exhibit B depicts three spaces, the Airport is reserving one location to be allocated at its discretion.

## Section 2: Description of the Opportunity

### 2.1 Purpose of Request for Proposals

The Authority issues RFP to qualify one (1) eligible concessionaire(s) to operate and manage a specialty retail and food and beverage concession at the Airport, with the goal of enhancing the existing concession offerings at the Airport to provide an improved experience for passengers and increased revenue for the Airport. Preference will be given to Proposers that include retail with a nationally branded food and beverage concept. For example, a news and gift concept with a Starbucks or Dunkin (these are examples only, other options will be considered).

### 2.2 Site Location

The Premises are depicted on the **Exhibit B**.

### 2.3 Leasehold Improvements

The successful proposer(s) will be required to finance and construct all leasehold improvements, fixtures, furnishings, equipment and signage and all other things necessary for conducting the approved concession.

Authority shall furnish water and sewer services, normal building HVAC services, building insurance only, and electricity for general area ceiling lighting. The proposer(s) shall provide its own telephone, gas, grease interceptor, hood and exhaust and all additional electrical services required, and arrange for billing for such utility services directly to the proposer from the utility provider.

### 2.4 Financial Obligations

Proposer shall provide a percentage of gross for retail, percentage of gross for food and beverage, and a minimum annual guarantee or MAG (Concession Fee). See **Exhibit C**.

The new Concessionaire will pay all of the personal property taxes, maintenance costs, janitorial costs and certain utilities, and all other costs of operating at the Airport. Further, the successful Proposer(s)



will be responsible for all costs associated with the design and build-out of the Premises.

## **2.5 Term of the Agreement**

As part of its response, proposer should propose the term for the agreement. See **Exhibit C**.

## **2.6 General Operating Standards**

Among other requirements, selected proposers must:

- a. Provide high quality merchandise at reasonable prices and provide superior customer service to the traveling public;
- b. Maintain a bright and inviting storefront;
- c. Train staff to be a positive ambassador of the concession and the Airport;
- d. Establish and maintain appropriate and reasonable operating hours for the convenience of the majority of travelers;
- e. Accept all major credit and debit cards as forms of payment;
- f. Provide a safe environment for customers and employees;
- g. Secure all necessary permits and licenses to prepare and sell food and beverages, as appropriate. If liquor is to be served concessionaire must have all applicable liquor license(s); and
- h. Respond promptly and satisfactorily to customer complaints.

## **2.7 Specific Standards**

The Airport wishes to present cuisine, products and brands of the Wilmington and southeastern North Carolina beaches area as well as nationally recognized brands and concepts. The décor should convey a sense of place for the passengers and the use of local suppliers is encouraged.

## **2.8 Airport is a Unique Environment**

Proposers need to recognize and acknowledge that the Airport operating environment presents a set of unique challenges that do not exist in a typical shopping center or walk up setting, among other things:

- a. The Airport customer has limited time to spend in the retail/food/beverage locations, so service must be swift.
- b. All concession locations must be open 365 days a year from one and a half hours before the first flight departure and remain open until the last flight arrives with staffing levels reflecting hourly and seasonal passenger traffic fluctuations. Flight delays, generally weather-related, are not uncommon. An airport is affected by weather here and in other parts of the country, sometimes resulting in unscheduled operations arriving and departing the Airport at hours outside of the usual hours of operation. This results in a significant population of restless travelers at the Airport at unusual hours. The concessions operations plan must be flexible enough to provide extended hours to accommodate the additional demand for foodservice and retail items and the customer service opportunities these delays afford.
- c. The selected proposer(s) shall be required to schedule hours for deliveries that do not conflict

with the Airport's peak traffic times.

- d. Many travelers have carry-on luggage. Store, public area, designs and merchandise displays must accommodate these conditions to attract customers.
- e. Passengers often travel across time zones and are ready for shopping and dining at unusual hours.
- f. Every employee of the selected proposer(s) is an ambassador for the Airport. Training is essential and should include knowledge of the terminal areas and other services available to travelers. Further every employee will be required to be badged by the Airport and will be subject to a background check as part of that process.
- g. Sanitation is critical to passengers, mainly because passenger traffic is still recovering from the COVID-19 pandemic. The Authority believes that passengers will expect a higher level of cleanliness once the pandemic is over than was previously acceptable. It is imperative that all selected proposer's employees fully follow all personal sanitation rules, as well as procedures for cleaning and sanitizing all facilities.

## **2.9 ACDBE Program Requirements**

The following provisions shall be included in any agreement entered into by the Authority with the selected proposer(s):

- a. This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management agreement contract or subcontract, purchase or lease agreement or other agreement covered by 49 CFR Part 23.
- b. Concessionaire agrees to include the above provision in any subsequent concession agreement or contract covered by 49 CFR part 23 that it enters and to cause those businesses with whom it contracts to similarly include the statements in further agreements.
- c. Concessionaire is obligated to abide by the Airport's Disadvantaged Business Enterprise ("ACDBE") Program as it is amended from time to time.
- d. Concessionaire shall use good faith efforts to achieve DBE participation at the Airport in an amount equal to (1%) of Concessionaire's total Gross Receipts, measured on an annual basis. Proposer should complete the "Listing of ACDBE Subconcessions" in **Exhibit E** with its proposal. If the Proposer is unable to meet the ACDBE goal, documentation supporting its good faith effort should be included in the Proposer's response.

## **2.10 Federal Contracting Clauses**

The selected proposer(s) will be required to comply with various Federal Contracting clauses which are included in **Exhibit F** hereto.

### **2.11 Non-Exclusivity of Agreement**

The selected proposer must understand and agrees that any resulting contractual relationship is non-exclusive, and the Authority reserves the right to seek similar services elsewhere if deemed in the best interest of the Airport and the Authority.

### **2.12 Collusion**

Proposals will be rejected if there is reason for believing that collusion exists among proposers, and no participant in such collusion will be considered in any future proposals for the operation of any concession.

### **2.13 No Implied Assurances**

Neither the Authority nor the airlines can predict the effect that future air carrier expansion, contractions, relocations, or facility modifications may have on Airport activity or the number of travelers utilizing the Airport. Authority provides no guarantee or implied assurances concerning said activity, and proposer is cautioned, therefore, to use its discretion in the preparation of its proposal under this RFP.

### **2.14 Obligation of Successful Proposers**

The selected proposer(s) will be required to comply with the FAA's, the TSA's and the Authority's requirements for a concession located post-security, within the sterile area. Proposers must take these conditions into account in preparing their proposal. Among other requirements, the selected proposer(s) shall follow its hiring process set forth in its proposal and shall perform reasonable employment screening, including (but not limited to) requiring all newly hired employees to submit to the Authority's security badge issuance process and criminal background review.

## **Section 3: Proposal Requirements and Submittal Process**

### **3.1 Deadline for Submittal**

Proposals, in the form required by Section 5, must be received by the Authority no later than 2 PM EST on **January 12, 2023**, (Proposal Deadline). Proposals received after the Proposal Deadline may be deemed unresponsive and returned unopened.

### **3.2 Pre-Submittal Meeting**

A mandatory pre-submittal meeting will be held virtually on **December 7, 2022 at 11 A.M. (EST)**. This meeting is to provide equal opportunity for all respondents to seek clarifications to this RFP. Proposers shall have an opportunity to submit questions in writing after the Pre-Submittal meeting. See Section 3.6 below for details. Please use the following information to join the virtual Pre-Submittal Meeting: <https://us02web.zoom.us/j/84874299568?pwd=dzM4MnpGdlY5UFpocS9VNXFUSkYzUT09>, or call, 1-646-931-3860  
Meeting ID: 848 7429 9568  
Passcode: 028695

### **3.3 Site Inspection**

Proposers may request an on-site inspection by appointment only. Please contact Carol LeTellier at the email address on the front cover to request such an appointment.

### **3.4 Travel to ILM**

Any potential respondents who are traveling by air for the site inspection are encouraged to fly into and out of the Wilmington International Airport (ILM).

### **3.5 Manner of Submittal**

Proposers should deliver 1 hard copy marked "ORIGINAL" and a flash drive containing 1 copy of the proposal in a single PDF file to the Airport. These should be delivered together in a sealed envelope and labeled as follows:

PROPOSAL FOR SPECIALTY RETAIL AND/OR  
SPECIALTY FOOD/BEVERAGE CONCESSION  
ATTN: Carol LeTellier, Business Development Director  
1740 Airport Blvd., SUITE 12  
Wilmington, NC 28405

Proposals sent by facsimile or email will not be accepted.

### **3.6 Communications Regarding RFP**

Any communications regarding matters of process or procedure or questions for clarification or interpretation about this RFP must be submitted in writing (email) to Carol LeTellier, Business Development Director for the Airport ([cletellier@flyilm.com](mailto:cletellier@flyilm.com)) by 2:00 PM on December 16, 2022. No oral interpretation or clarification of the RFP will be made, and proposers may not rely on any.

All such questions, interpretations and any supplemental instructions will be in the form of a written addendum or clarification issued to all known proposers. The proposers will be responsible for acknowledging any such addenda in their submitted proposals. Failure of any proposer to receive any such addendum or clarification will not relieve said proposer from any obligation contained therein.

### **3.7 Opening**

There will be no “formal” opening for this RFP. The proposals will be opened and evaluated after the Proposal Deadline.

### **3.8 Binding Offer**

A proposer’s submittal in response to this RFP shall be considered a binding offer to provide the required goods and services according to the terms and conditions set forth in this RFP and in the submitted proposal, except as expressly limited in the submitted proposal. Proposer must include the Mandatory Proposal Form included in **Exhibit C**.

### **3.9 Contract Award**

Once the selected proposer(s) has (have) been identified, the Authority will commence negotiations with such selected proposer(s). If negotiations are not successful, negotiations will be terminated. The Authority may negotiate with another proposer or re-advertise this RFP, postpone or cancel this process.

### **3.10 Public Disclosure**

All proposals and other materials or documents submitted by a proposer in response to this RFP will become the property of the Authority. The Authority is subject to open records requirements of the North Carolina General Statutes, and as such, all materials submitted by a proposer to Authority are subject to disclosure. Proposer specifically waives any claims against the Authority related to the disclosure of any materials if made under a public records request.

### **3.11 Supplemental Information**

The Authority reserves the right to request any supplementary information it deems necessary to evaluate a proposer’s experience or qualifications and to clarify or substantiate any area contained in proposer’s proposal.

### **3.12 Reservation of Rights**

This RFP will in no manner be construed as a commitment on the part of the Authority to award a contract. The Authority reserves the right to reject any or all proposals, to waive minor irregularities in the RFP process or in the proposals, to re-advertise this RFP, to postpone or cancel this process, to select and procure parts of services, and to change or modify the RFP schedule at any time.

### **3.13 Cost of Preparation of Proposals**

The cost of preparing a proposal will be the responsibility of the proposers. The Authority will not compensate proposer for any expenses incurred by the proposers as a result of this RFP process.

## **Section 4: Evaluation and Selection Process**

### **4.1 Evaluation**

An evaluation committee consisting of Authority staff members (Evaluation Committee) will review and evaluate all Proposals received by the Proposal Deadline. The Authority reserves the right to request additional information and clarification of any information submitted, including any omission from the original Proposal.

The Evaluation Committee may schedule and conduct individual presentations by Proposers.

The Evaluation Committee will consider any legally permissible factors reasonably ascertained from the proposals. However, the Evaluation Committee intends to give primary consideration to the proposal offering best fitting the Airport's needs and best revenue producing option for the Airport. The Evaluation Committee shall give such weight to each factor as the Committee determines in its sole discretion.

1. **Suitability of Concept.** The Committee will consider whether the proposed concept
  - a. Is complementary to the overall Concessions program at the Airport, i.e., is likely to boost total concession revenues rather than merely reducing revenues from existing concessionaires;
  - b. Includes both local concepts and national brands, especially for any food and beverage options;
  - c. Delivers quality merchandise/offerings; and
  - d. Utilizes reasonable pricing.
2. **Design of Premises.** The Committee will consider whether the proposed storefront, signage, and interior design intent;
  - a. Are aesthetically pleasing;
  - b. Utilize quality materials and attractive finishes;
  - c. Support the concept's brand; and
  - d. Amount of financial investment based on the proposed design and construction.
3. **Operations.** Proposers must demonstrate that they have the business skill and knowledge to deliver a top-notch customer experience to passengers. The Committee will review the adequacy of each Proposer's;

- a. Staffing plan, including methods for recruitment, training and retention;
  - b. Customer services philosophy, training and procedures;
  - c. Quality control methods and procedures;
  - d. Financial controls; and
  - e. Commitment to having owners or top executives on-site regularly.
4. **Financial Projections.** The Committee will review the required five-year pro forma and consider the whether the projections are realistic and demonstrate upside for both the Airport and the Proposer. Concessionaire must complete and submit the Mandatory Proposal Form in **Exhibit C**.
5. **Experience and Financial Wherewithal.** Proposers must demonstrate
- a. Relevant experience (of the owners or top managers) in related endeavors specifically Airport desires that Concessionaire be operating similar concessions at a minimum of 10 small, medium or large hub airports;
  - b. Exceptional references from members of a related industry; and
  - c. Ability to fund startup costs (including construction of leasehold improvements) and working capital expenses.
6. **DBE Participation.** Concessionaire must demonstrate a realistic plan for engaging with DBEs or potential DBEs and soliciting their involvement in the Concept as either suppliers or subcontractors toward the goal of spending an amount equal to at least 1% of the Concept's Gross Receipts with DBEs.

#### 4.2 Recommendation

The Committee will present its findings and recommendation to the Airport's Director, who will present the same to the Authority members at a regularly scheduled meeting.

## Section 5: Contents and Format of Proposals

### 5.1 Cover letter

The proposal must include a letter of transmittal certifying the material accuracy of all factual representations in the proposal, signed by an individual authorized to execute binding legal documents on behalf of the proposer, whose signature is attested to by a notary public or, in the case of a corporation, the corporate secretary.

The cover letter should include the following statement: **“The factual information contained in this Proposal or any part thereof, is true, accurate, and complete in all material respects.”**

The cover letter must provide the name, title, address, email, and telephone and facsimile numbers of the proposer’s point of contact for the proposal, along with the name, title, address, email, and telephone and facsimile numbers of the executive that has the authority to contract with the Authority.

### 5.2 Executive Summary

The Proposer shall submit an executive summary, which provides a concise overview of the concept it proposes, highlighting the aspects that make the concept superior or unique in addressing the needs of the Authority.

### 5.3 Full Description of Concept

The proposer should set forth a complete description of the concession proposed, including:

- a. A depiction of the logo/trade name and trade dress;
- b. A description of the goods or services to be offered and whether national or local branded concept;
- c. The pricing for goods and services;
- d. Renderings or other depictions of proposed storefront, signage and design intent for the leasehold interior as well as types of materials and finishes;
- e. The marketing plan; and
- f. Quality control methods and procedures.

### 5.4 Personnel

The proposer should detail each of the following:

- a. Key on-site management personnel;
- b. The plan for hiring, training and retention of employees;
- c. Method by which off-site executives/owners will have active management and oversight of the concession;
- d. Method by which off-site executive/owners will participate in quality control; and
- e. Customer services philosophy, training and procedures.



## 5.5 Relevant Experience

In this section, the proposer should describe all relevant experience in providing the same or similar goods and services and any relevant experience working in an Airport or other security-sensitive premises. Proposer should also provide the names and contact information of three (3) references who can speak to proposer's business abilities and conduct. Information regarding the references should be included on the Mandatory Proposal Form attached as **Exhibit C**.

## 5.6 Financial Wherewithal

Proposer should include each of the following:

- a. Pro Forma: a pro forma statement projecting revenues and expenses, including the Concession Fee (as described in Section 2.4 above and shown on **Exhibit C**), for a five-year period. For each material assumption used in formulating the projections, proposers should provide the basis for the assumption and as much supporting data as is practicable. To the extent an assumption is based on performance of proposer's other business operations, please so state;
- b. Insurability: a statement from a licensed insurance broker or agent evidencing Proposer's insurance coverage which meets the requirements of **Exhibit F**;
- c. Financial controls: a statement of the financial controls' proposer will utilize to ensure that Gross Receipts are properly accounted for;
- d. Budget: anticipated budget for leasehold improvements and other startup costs as well as evidence of the ability of proposer to fund such startup costs; and
- e. Term: the acceptable term pursuant to Section 2.5.

## 5.7 DBE Participation

Concessionaire must demonstrate a realistic plan for engaging with DBEs or potential DBEs and soliciting their involvement in the Concept as either suppliers or subcontractors toward the goal of spending an amount equal to at least 1% of the Concept's Gross Receipts with DBEs.

## 5.8 Proposal Preparation

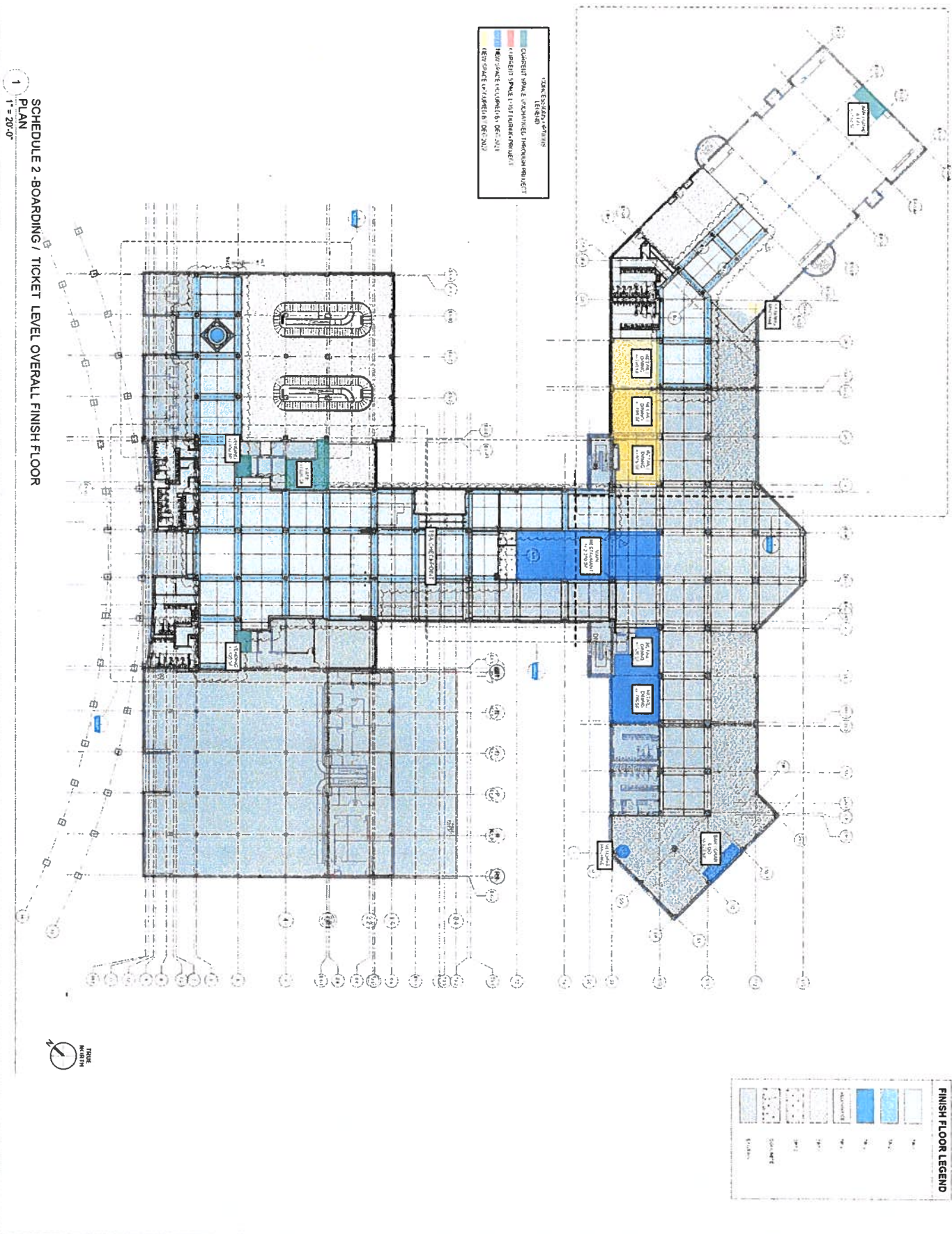
All Proposals shall be 8 1/2" x 11" format with all standard text no smaller than eleven (11) points. Failure of the proposer to organize the information required by this RFP as outlined herein may result in the Authority, at its sole discretion, deeming the Proposal non-responsive to the requirements of this RFP. The Proposer, however, may reduce the repetition of identical information within several sections of the Proposal by making the appropriate cross-references to other sections of the Proposal. Appendices for certain technical or financial information may be used to facilitate Proposal preparation.

## 5.9 Withdrawal of Proposals

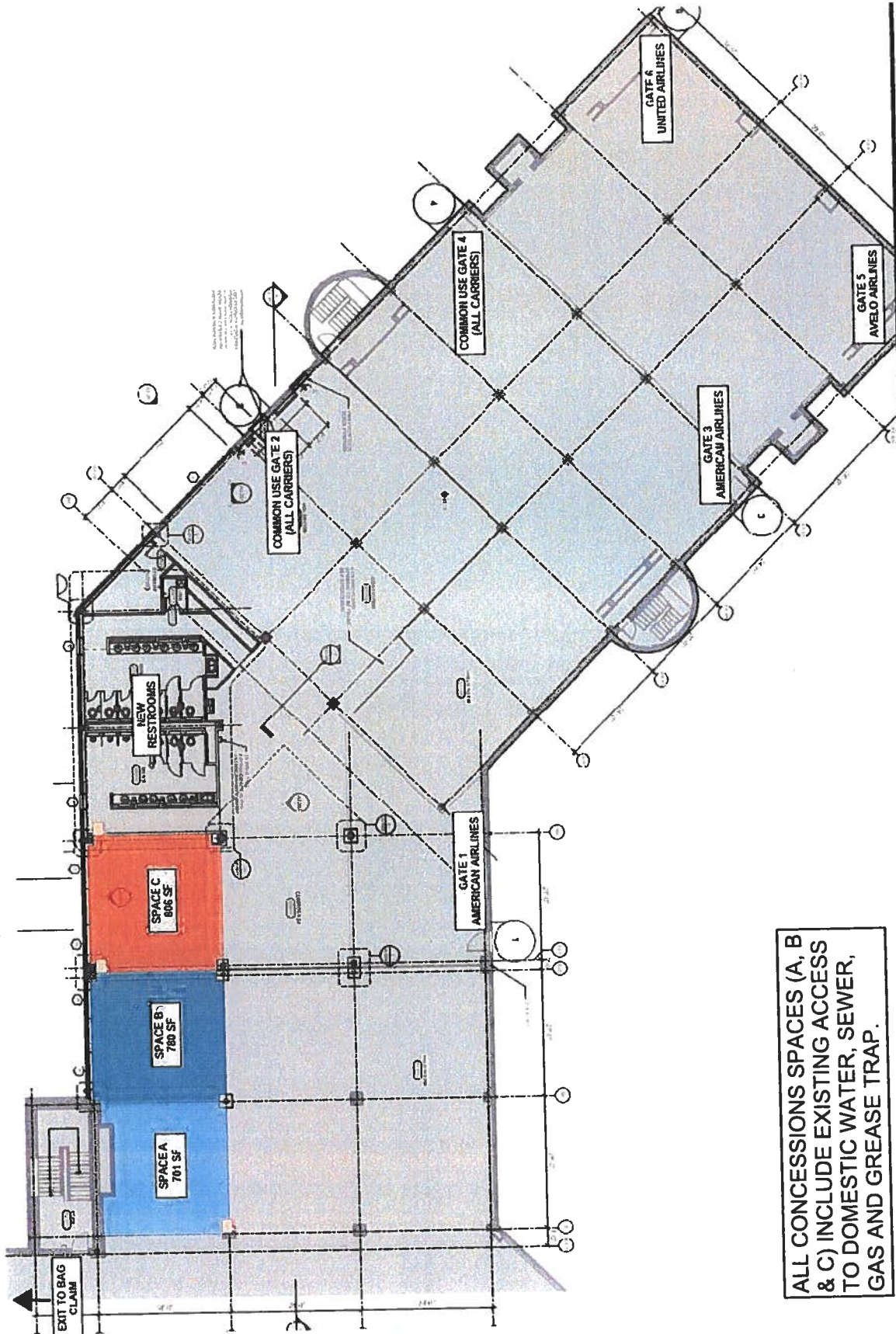
A Proposer may withdraw its proposal provided that its request is in writing, sent by certified U.S. Mail,

to the attention of Carol LeTellier at the address set forth in Paragraph 3.2 above. A request to withdraw a proposal by telephone, facsimile, email or other electronic means shall not be considered a valid request to withdraw a Proposal. The deadline for withdrawal requests is 5:00 p.m. EST on January 11, 2023.

# Exhibit A Map of Existing Concession Locations



## Exhibit B Available Concession Locations



**ALL CONCESSIONS SPACES (A, B & C) INCLUDE EXISTING ACCESS TO DOMESTIC WATER, SEWER, GAS AND GREASE TRAP.**

**Exhibit C  
MANDATORY PROPOSAL FORM**

**Company Name and mailing address as they should appear on the contract:**

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**Location #1 Name/Concept:** \_\_\_\_\_

**Location #2 Name/Concept:** \_\_\_\_\_

Business will be operated as:        () Sole Proprietor        () Partnership  
   () LLC                                         () Corporation  
   () Other – describe: \_\_\_\_\_

How long has business operated as name/type listed above? \_\_\_\_\_

**References – list 3 individuals or firms your firm has done business with in the past 3 years**

1. Name/Address: \_\_\_\_\_

Nature of Concession: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

2. Name/Address: \_\_\_\_\_

Nature of Concession: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

3. Name/Address: \_\_\_\_\_

Nature of Concession: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

**Please provide a bid amount for monthly space rental, % of gross revenues/receipts and total build out investments.**

**Monthly Space Rental**                    \$ \_\_\_\_\_ per square foot per year  
**% of Gross Revenues/Receipts**        \_\_\_\_\_ % retail  
**% of Gross Revenues/Receipts**        \_\_\_\_\_ % food and beverage  
**Build-out and Investment**            \$ \_\_\_\_\_  
**Minimum Annual Guarantee**         \$ \_\_\_\_\_  
**Proposed Term of Agreement**        \_\_\_\_\_ years

**By submitting this Proposal, the Proposer certifies that the Proposer has read, reviewed and agreed to all of the documents pertaining to this solicitation, that the person signing below is an authorized representative of the Proposer, that the Proposer is legally authorized to do business in North Carolina, and that Proposer will comply with all appropriate licenses required.**

Name of Proposer: \_\_\_\_\_

Authorized Agent's Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_ Telephone: \_\_\_\_\_

**THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL. FAILURE TO SIGN THIS FORM WILL CONSTITUTE A MATERIAL IRREGULARITY AND WILL RESULT IN REJECTION OF THE PROPOSAL.**

## Exhibit D Listing of ACDBE Subconcessionaires

**Listing of ACDBE Subconcessionaires  
To Be Submitted With The Proposal**

**Concessionaire:** \_\_\_\_\_

The Proposer hereby proposes the following ACDBE participation:

ACDBE Subconcessionaire/Supplier	Work to be performed	NAICS Code	Committed Dollars	
<b>Total</b>				
<b>Total ACDBE Participation</b>				
<b>Projected Gross Revenue</b>				
<b>ACDBE Participation Proposed (%)</b>				
<b>ACDBE Participation Goal (%)</b>				

<b>Proposer (Firm Name)</b>	<b>Date</b>
<b>Signature</b>	<b>Date</b>

## Exhibit E Federal Contracting Clauses

**A. Civil Rights - Generally.** The Concessionaire agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Concessionaire transfers its obligation to another, the transferee is obligated in the same manner as the Concessionaire. This provision obligates the Concessionaire for the period during which the property is owned, used or possessed by the Concessionaire and the Airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

**B. Civil Rights - Title VI Assurances.** During the performance of this contract, the Concessionaire, for itself, its assignees, and successors in interest, agrees as follows:

**i. Compliance with Regulations:** The Concessionaire (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**ii. Nondiscrimination:** The Concessionaire, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Concessionaire will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

**iii. Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Concessionaire for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Concessionaire of the Concessionaire's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

**iv. Information and Reports:** The Concessionaire will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions.



Where any information required of a Concessionaire is in the exclusive possession of another who fails or refuses to furnish the information, the Concessionaire will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**v. Sanctions for Noncompliance:** In the event of a Concessionaire's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

**a.** Withholding payments to the Concessionaire under the contract until the Concessionaire complies; and/or

**b.** Cancelling, terminating, or suspending a contract, in whole or in part.

**vi. Incorporation of Provisions:** The Concessionaire will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Concessionaire will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Concessionaire becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Concessionaire may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Concessionaire may request the United States to enter into the litigation to protect the interests of the United States.

**C. Title VI List of Pertinent Nondiscrimination Acts and Authorities.** During the performance of this contract, the Concessionaire, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

**i.** Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

**ii.** 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

**iii.** The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

**iv.** Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;

**v.** The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);

**vi.** Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

**vii.** The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

**viii.** Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

**ix.** The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

**x.** Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

**xi.** Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

**xii.** Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

## **Exhibit F Insurance Requirements**

Concessionaire shall maintain the following insurance coverage at all times during the Term or any extension thereof:

- A. Commercial General Liability Insurance** protecting against claims arising from its operations on the Airport. Said insurance shall include coverage for personal injury, contractual liability and products liability exposures with limits of liability insurance being at least in the amount of \$2,000,000 per occurrence for claims due to bodily injury and/or property damage.
- B. Workers Compensation/Employers Liability Insurance** meeting the statutory requirements of the State of North Carolina and any applicable Federal laws.
- C. Liquor Liability Insurance** in the amount of \$1,000,000 dollars.

**Property Coverage** in an amount sufficient to cover costs of all leasehold improvements