



**CITY OF SPRINGFIELD, MISSOURI  
BY AND THROUGH ITS AIRPORT BOARD  
SPRINGFIELD-BRANSON NATIONAL AIRPORT**

Attention: Joy Latimer, Legal Counsel  
Email: [jlatimer@flyspringfield.com](mailto:jlatimer@flyspringfield.com)  
Phone: (417) 868-0500

## **REQUEST FOR PROPOSALS (RFP) #001-2025 AIRPORT TERMINAL COFFEE CONCESSION**

**RFP Due Date: July 18, 2025 3:00 P.M.  
Springfield-Branson National Airport Administrative Offices  
2300 N. Airport Blvd, Suite 100  
Springfield, MO 65802**

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Proposals will be received by the Springfield-Branson National Airport at the specified location until the time and date cited above. Only Proposals received by the specified due date and time will be accepted.

**SGF and the City of Springfield, Missouri are committed to non-discrimination as an organization including procurement practices, and thus encourages all qualified business enterprises to submit a proposal, regardless of ownership characteristics.**

Proposals must be submitted in a sealed envelope with the Request for Proposal number, the Proposer's name, and address clearly indicated on the envelope. All Proposals must be completed in ink or typed and submitted by the time and date above. Failure to do so may result in your Proposal being rejected as non-responsive. **Emailed proposals will not be accepted.** Proposers are strongly encouraged to carefully read the entire Request for Proposal.

**Proposers are to submit all pages of this RFP identified with "RETURN THIS PAGE" stated on the bottom right corner of said pages. Failure to do so shall render your proposal non-responsive.**

The undersigned certifies that he/she has the authority to bind this company in a contract to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below.

Company Name

Authorized Person (Print)

Address

Signature

City/State/Zip

Title

Telephone #

Fax #

Date

Tax ID #

E-mail

Entity Type

**TABLE OF CONTENTS**

Cover Title-Signature Page  
Table of Contents

**PART I**

## Description of Project and Services Required

- 1.0 Introduction
- 2.0 Scope of Services
- 3.0 City Provided Services
- 4.0 Additional Agreements
- 5.0 Timeline for RFP Process and Project Completion

**PART II**

## Standard Instructions to Offerors and Conditions of Request for Proposal

- 1.0 Preparation of Proposals
- 2.0 Submission of Proposals
- 3.0 Legal Name and Signature
- 4.0 Modifications, Corrections, or Withdrawal of Proposals
- 5.0 Clarification and Addenda
- 6.0 Responsive and Responsible Offeror
- 7.0 Reserved Rights
- 8.0 The Right to Audit
- 9.0 Right to Protest
- 10.0 Ethical Standards
- 11.0 Applicable Law
- 12.0 Jurisdiction
- 13.0 Collusion
- 14.0 Conflict
- 15.0 Debarment and Suspension Status
- 16.0 RFP Forms
- 17.0 Payment Terms
- 18.0 Regulations
- 19.0 Proposal Opening
- 20.0 Request for Additional Information
- 21.0 Contract Documents
- 22.0 Ownership of Documents
- 23.0 Confidentiality of Documents
- 24.0 Equal Opportunity Clause
- 25.0 Business License
- 26.0 Nonresident/Foreign Contractors
- 27.0 Israel Clause

**PART III**

## Format, Content, and Submission of Proposals

- 1.0 Forms and Attachments
- 2.0 Proposal Due Date
- 3.0 Addenda
- 4.0 Selection Process
- 5.0 Awards
- 6.0 Budgetary Constraints
- 7.0 Order of Precedence
- 8.0 Affidavit for Service Contracts

- 9.0 Open Competition
- 10.0 Additional Purchases by Other Public Entities
- 11.0 Work Authorization Affidavit and E-Verify
- 12.0 Insurance Requirements
- 13.0 Compliance
- 14.0 Sample Contract
- 15.0 Questions Regarding Specifications and Proposal Process
- 16.0 Criteria for Award
- Enclosure I, Proposal Ranking Score Sheet
- Enclosure II, Interview Ranking Score Sheet
- Enclosure III, Table of Contents for Submittal
- Form No. 1: Provider Profile
- Form No. 2: Key Outside Subcontractors
- Form No. 3: List of References and Experience
- Form No. 4: Resumes of Key Personnel
- Form No. 5: Project Approach Narrative
- Form No. 6: Proposed Revenue Sharing
- Form No. 7 Affidavit of Compliance
- Form No. 8 Certification Regarding Potential Conflicts of Interest
- Form No. 9 Certification of Compliance with Sections 34.600
- Form No. 10 "Statement of No Proposal"

**EXHIBITS A -B**

**PART I**  
**DESCRIPTION OF PROJECT AND SERVICES REQUIRED**

**1.0 INTRODUCTION/DESCRIPTION OF PROJECT/SERVICES:**

- 1.1** The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified companies to provide coffee shop service for the Springfield-Branson National Airport.

Springfield-Branson National Airport desires a tenant for the terminal building that can stock and sell specialty coffee, other nonalcoholic drink options (such as smoothies, soda, bottled water, and tea), pastries, and other items that are typical breakfast and snack items.

- 1.2** Description of Operations or Background:

- 1.2.1** General Background Information: SGF is the official identifier for Springfield-Branson National Airport and shall be referred to as such throughout this Request for Proposal. SGF is located within the city limits of Springfield, Missouri, in Greene County. SGF is three miles northwest from the center of downtown Springfield. The official mailing address is:

Springfield-Branson National Airport  
 2300 N. Airport Blvd, Suite 100  
 Springfield, Missouri 65802

The airport consists of approximately 3,300 acres located in an area of gentle rolling terrain. The airport property generally consists of a primary instrument runway (02-20), a crosswind instrument runway (14-32), associated taxiways and aircraft parking ramps, air carrier terminal building, aircraft service buildings and hangars, agricultural land, a general aviation terminal, and an industrial park containing Missouri Army National Guard/AVCRAD, and air cargo facilities.

- 1.2.2** Airport Description, Airport Activities: SGF is a small hub airport enplaning approximately 715,209 passengers for a total of 1,426,922 passengers in 2024.

SGF lies within the incorporated boundary of the City of Springfield. The airfield is bordered by cultivated fields and light industry.

- 1.2.3** Airline Service: SGF is served by Envoy with daily flights to Dallas-Fort Worth, Charlotte, and Chicago O'Hare, and seasonal service to Miami; Delta Air Lines with daily flights to Atlanta; United Express with daily service to Houston, Denver, and Chicago O'Hare; and Allegiant Air which services Las Vegas, Los Angeles, Sanford/Orlando, Tampa/St. Petersburg, Destin/Ft. Walton Beach, Phoenix, and Punta Gorda throughout the week. SGF averages approximately 35 departures per day between the hours of 5:50 a.m. and 12:00 a.m.

Other Aircraft Services: SGF also supports and provides ground services for occasional charter operations, such as gambling charters, sports charters and other various charters. The aircraft fleet mix ranges from 50 seats to 166 seats.

Total passenger data:

2022 – 1,109,529

2023 – 1,292,007

2024 – 1,426,922

1.2.4 Other Existing Concessions:

1.2.4.1 Gift Shops, Paradies

1.2.4.2 Restaurants and Bar, Tailwind Concessions

1.2.4.3 Avis Rent a Car

1.2.4.4 Budget Car Rental

1.2.4.5 Alamo Car Rental

1.2.4.6 Enterprise Car Rental

1.2.4.7 Thrifty Car Rental

1.2.4.8 National Car Rental

1.2.4.9 Hertz Car Rental

1.2.4.10 Payless Car Rental

- 1.2.5 Facility Specific Information: Travellers Coffee, the current coffee concessionaire, is located on the secure side of the airport just past the TSA checkpoint. SGF owns the structure itself and the following equipment –sink, grease trap, grab and go pastry case, under-counter refrigerators, built-in countertop blenders, rinser, and television, all of which may be used by the next tenant. All the other equipment is owned by Travellers, including everything in the storage room. The Concession Area is shown in Exhibit A. Photographs of the current facility are included as Exhibit B1.

In addition to the existing coffee facility, there is an area on the public side of the terminal directly across from the gift shop that may be developed into a second location. The location and pictures of the area are included as Exhibit B2. The area does have electric available, which may need to be upgraded for the purposes of a coffee shop. It is not currently plumbed.

Note: RFP respondents **MUST** include in its proposal a plan for the existing facility on the secure side of the terminal. Proposers **MAY** include the public location in their responses.

Electric, water, and HVAC are provided by the airport.

- 1.2.6 Condition of the existing facility: The facility in place and being used by Travellers is nearing the end of its useful life. It was designed and constructed by the first coffee shop tenant, who had never operated a retail coffee shop, and was essentially building the facility “on spec” – in the hope of success in a previously untapped market. Fortunately, the shop was successful and remains so today.

In addition to the condition of the structure, the layout of the facility has proven to be challenging for staff and customers. At the very least, the existing structure needs to be substantially updated, but ideally should be removed and replaced. The Airport is supportive of expanding the footprint of the facility and changing the orientation of its placement. It is strongly

suggested that any potential proposers visit and examine the site (which will have to be arranged with the project manager, as the facility is in the secure area of the terminal). The Airport is also open to collaborate on storage solutions, as the current facility lacks storage space.

- 1.2.7 Minimum investment: To upgrade the existing facility, the Airport's expected minimum investment by the proposer is \$25,000. If the proposer wishes to include expansion to the public side, SGF will match proposer's investment up to \$25,000.
- 1.2.8 Security: The contractor shall be responsible for obtaining security clearance for all employees needing to work in the sterile area of the Airport. Currently, the rate for a background check and finger printing to obtain clearance is \$80.00 per employee.

## 2.0 SCOPE OF SERVICES:

**2.1 Specific Requirements and Deliverables:** The specific scope of duties shall include the following and any additional services offered by the proposer in its proposal as may be selected by SGF. Such duties shall be performed as required during the contract term.

- 2.1.1 SGF reserves right the right to select the proposal(s) which are in its best interest.
- 2.1.2 The successful proposer will be responsible for obtaining and maintaining the proper health permits required to operate.
- 2.1.3 No alcohol will be permitted to be distributed.
- 2.1.4 The contractor shall not use the City's or SGF's name in any form and/or logos without prior written approval.

**3 ADDITIONAL AGREEMENTS:** If applicable, any additional agreement(s)/contracts proposed by Offeror shall be included with Offeror's proposal as an attachment and may become exhibits of an ensuing City contract.

## 4 TIMELINE:

**4.1** Timeline for RFP Process: The timeline listed below is the City's estimation of time required to complete the RFP process. All efforts shall be made to abide by this schedule, but it may change due to different circumstances.

June 2	RFP posted
June 13	Pre-proposal meeting, 2 p.m. in the Airport Board Room, 2300 N. Airport Blvd.
June 13-20	Interested parties can tour (must be scheduled through airport admin)
July 7	Questions due from proposers
July 11	SGF deadline to answer questions
July 18	RFP due
July 21-25	Board rep and SGF staff to review and determine interviews
Week of July 28	Interviews
August 21	Board meeting (may update board in closed session; not likely to award contract yet)
TBD	Award of contract (based upon date of board meeting)

**PART II****STANDARD INSTRUCTIONS TO OFFERORS AND CONDITIONS OF REQUEST FOR PROPOSAL****1.0 PREPARATION OF PROPOSALS:**

- 1.1** By submitting a proposal, the Offeror certifies that he/she has fully read and understands the proposal method and has full knowledge of the scope, nature and quality of the work to be performed.
- 1.2** All proposals submitted shall be binding for one hundred twenty (120) calendar days following the opening.
- 1.3** The City of Springfield does not pay federal excise and sales tax on direct purchases of tangible personal property. Missouri tax ID #12493651.

**2.0 SUBMISSION OF PROPOSALS:**

A proposal submitted by an Offeror must (1) be manually signed; (2) contain all information required by the Request For Proposal; (3) meet the minimum financial requirements; (4) be delivered in person no later than the exact time and date specified in this Request For Proposal.

- 2.1** Incurred Expenses: The City is not responsible for any expenses which Offerors may incur in preparing and submitting Proposals called for in this Request for Proposal.
- 2.2** Late Proposals: Proposals received by the City after the time specified for receipt will not be considered. Offerors shall assume full responsibility for timely delivery of the Proposals to the location designated for receipt of Proposals. All Proposals will be received at the time and place specified and made available for public inspection when a fully executed contract is in place.
- 2.3** Completeness: All information required by the Request for Proposal must be supplied to constitute a responsive Proposal. The City of Springfield reserves the right to use any and all information presented in any response to the Request for Proposal. Acceptance or rejection of the RFP does not affect this right. **Proposers are to submit all pages of this RFP identified with "RETURN THIS PAGE" stated on the bottom right corner of said pages. Failure to do so shall render your proposal non-responsive.**

**3.0 LEGAL NAME AND SIGNATURE:** Proposals shall clearly indicate the legal name, address, e-mail address, telephone number, and fax number of the Offeror (company, firm, corporation, partnership, or individual). Proposals may be manually, electronically or digitally signed above the printed name and title of signer on the Affidavit of Compliance page. The signer shall have the authority to legally bind the company to the submitted Proposal. Failure to properly sign the Title-Signature Page shall invalidate same, and it shall not be considered for award.

**4.0 MODIFICATIONS, CORRECTIONS, OR WITHDRAWAL OF PROPOSALS:**

- 4.1** A Proposal may only be withdrawn by the following method prior to the official closing date and time specified:
  - A.** A Proposal may be withdrawn via e-mail to Airport Legal Counsel Joy Latimer, [jlatimer@flyspringfield.com](mailto:jlatimer@flyspringfield.com), by the Proposer or its' authorized representative.

**4.2** A Proposal may only be modified by the following method prior to the official closing date and time specified:

- A.** A Proposal that has already been turned into the Airport Administrative Offices may be modified by dropping off another proposal and identify "MODIFICATION" on your proposal submittal.

**4.3** All modified proposals shall not be opened until the official closing date and time to preserve the integrity of the RFP process. Telephone, telegraphic or electronic requests to modify a Proposal shall not be honored. No modification or withdrawal of any response will be permitted after the RFP's specified official closing date and time.

## **5.0 CLARIFICATION AND ADDENDA:**

Each Offeror shall examine the Request for Proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries or suggestions, concerning interpretation, clarification, or additional information pertaining to the Request for Proposal shall be made to Airport Legal Counsel, Joy Latimer, via email, [jlatimer@flyspringfield.com](mailto:jlatimer@flyspringfield.com). The Airport shall not be responsible for oral interpretations given by any City employee, representative, or others. The issuance of written addenda is the official method whereby interpretation, clarification, or additional information can be given.

**6.0 RESPONSIVE AND RESPONSIBLE OFFEROR:** To be considered a responsive Offeror, the Offeror shall submit a Proposal which meets the minimum requirements set forth in the Request for Proposal. To be a responsible Offeror, the Offeror shall have the capability in all respects to perform fully the minimum requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance.

## **7.0 RESERVED RIGHTS:**

**7.1** The City reserves the right to make such investigations as it deems necessary to make the determination of the Offeror's responsiveness and responsibility. Such information may include but shall not be limited to: current financial statement, verification of availability of equipment and personnel, past performance records, and any additional documentation as deemed necessary by the City.

**7.2** The City reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal(s) deemed most advantageous to the City.

**8.0 THE RIGHT TO AUDIT:** The Offeror agrees to furnish supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found. The cost of any audit will be paid by the City. The City shall have the right to audit the Offeror's records pertaining to the work/product for a period of three (3) years after final payment.

## **9.0 RIGHT TO PROTEST:**

**9.1** Protestors shall seek resolution of their complaints with the Director of Aviation.

**9.2** Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within thirty (30) calendar days after such aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.



**10.0 ETHICAL STANDARDS:** With respect to this RFP, if any Offeror violates or is a party to a violation of the general ethical standards stated in the City Purchasing Manual or the State of Missouri Statutes, such Offeror may be disqualified from furnishing the goods or services for which the Proposal is submitted and may be further disqualified from submitting any future Proposals. A copy of the City's General Ethical Standards is located in sections 13-3.406-13.3.407 of the City Purchasing Manual. The following is the link to the City Purchasing Manual: <https://www.springfieldmo.gov/DocumentCenter/View/7604/Purchasing-Manual-PDF>

**11.0 APPLICABLE LAW:** All applicable laws and regulations of the State of Missouri and the City of Springfield, Missouri shall apply to any resulting agreement, contract, or purchase order.

**12.0 JURISDICTION:** This RFP and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this contract be litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

**13.0 COLLUSION:** By offering a submission to this Request for Proposal, the Offeror certifies it has not divulged, discussed, or compared the Proposal with other Offerors and has not colluded with any other Offeror or parties to this RFP whatsoever. Also, the Offeror certifies, and in the case of a joint Proposal, each party thereto certifies as to their own organization, that in connection with this RFP:

**13.1** Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or contract for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Offeror or with any competitor.

**13.2** Any prices and/or cost data for this Proposal have not knowingly been disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to the scheduled official due date directly or indirectly to any other Offeror or to any competitor.

**13.3** No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

**13.4** The only person or persons interested in this Proposal, principal or principals are named therein and that no person other than therein mentioned has any interest in this Proposal or in the contract to be entered into.

**13.5** No person or agency has been employed or retained to solicit or secure this contract upon a contract or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

**14.0 CONFLICT:** By submission of its response, the bidder certifies that they are in compliance with items 14.1 through 15.4.

**14.1** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Contract. A violation of this provision renders the Contract void. Any applicable federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Contractor/Consultant covenants that it presently has no interest and shall not acquire any interest, of a direct or indirect nature, which would conflict in any manner or degree with the

performance of services to be performed under this Contract. The Contractor/Consultant further covenants that in the performance of this Contract no person having such interest shall be employed or compensated by Contractor/Consultant. City of Springfield Charter Sec. 19.16 also prohibits City board members from contracting with the department the board administrates or with the board he or she is a member of. Please be aware that you have a duty to disclose any member of your business that has a position on a City of Springfield board or commission, is a City Council Member, a City employee, or the spouse or dependent child of a City employee. Failure to do so may render the contract with the City of Springfield void and result in the board member or City Council member or City employee forfeiting his or her job with the City. Additionally, it may be a violation of state law. If you would like more information on this contact the City or review City Charter Section 19.16 and Section 105.452 RSMo.

**NOTE: COMPLETION AND SUBMITTAL OF FORM NO. 8.0 CERTIFICATION REGARDING POTENTIAL CONFLICTS OF INTEREST MUST BE SUBMITTED WITH YOUR BID RESPONSE TO BE CONSIDERED RESPONSIVE.**

**15.0 DEBARMENT AND SUSPENSION STATUS:**

- 15.1 Offeror** is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is **Offeror** an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.
- 15.2 Offeror** has not within a three year period preceding this Invitation been convicted of or had a civil suit judgment rendered against **Offeror** for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public 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 statement, or receiving stolen property.
- 15.3 Offeror** is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.
- 15.4 Offeror** has not, within a three-year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.

**16.0 RFP FORMS:** Unless otherwise specified, Offerors must use the Request for Proposal Forms furnished by the City. Failure to do so shall be grounds for rejection of the proposal. Offerors must indicate any exceptions to the City's requested specifications and/or terms and conditions, on the RFP Affidavit of Compliance. **Taking exception to the specifications and/or terms and conditions MAY render the Offeror's proposal non-responsive and may remove it from consideration for award (depending on the Offeror's noted exceptions).** All exceptions will be reviewed on a case-by-case basis. If no exceptions are noted Offerors must fully comply with the City requested specifications, requirements, and terms and conditions. By signing the Affidavit of Compliance without taking exception to this solicitation you are hereby agreeing to the City's terms and conditions as stated herein. If you disagree with any part of this document, you must state the exception on the Affidavit of Compliance. Additional terms and conditions submitted with your response without taking exception to the solicitation will not be considered and will not become a part of the contract if your proposal is accepted.

**17.0 PAYMENT TERMS:** Payment terms shall be Net 30 if not otherwise specified. Pre-payment terms are not acceptable. If an Offeror offers a discount on payment terms, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

**18.0 REGULATIONS:** It shall be the responsibility of each Offeror to assure compliance with OSHA, EPA, Federal, State of Missouri, and City rules, regulations, or other requirements, as each may apply.

**19.0 PROPOSAL OPENING:** A public opening shall take place at the date and at the time specified on the Title Signature Page. Only the name of the Offerors that submitted Proposals will be read aloud. All other information shall remain confidential during the evaluation process. After a fully executed contract is in place, Offeror's may request a debriefing and Proposal files may be examined during normal working hours by appointment.

**20.0 REQUEST FOR ADDITIONAL INFORMATION:** The Offeror shall furnish such additional information as the City of Springfield may reasonably require. This includes information which indicates financial resources as well as ability to provide services. The City reserves the right to make investigations of the qualifications of the Offeror as it deems appropriate.

**21.0 CONTRACT DOCUMENTS:** If it is determined that a contract be issued via this solicitation, the contract between the City of Springfield and the Contractor shall generally consist of: (1) applicable contract document, (2) the Request for Proposal, and any addenda thereto and, (3) the Proposer's proposal, as accepted, submitted in response to the Request for Proposal, and (4) any negotiated Best and Final Offer. Any agreement, contract, or purchase order resulting from the acceptance of a proposal shall be on forms either supplied by or approved by the City.

**21.1** Any contract resulting from this solicitation may be executed and delivered by the parties electronically, and fully executed electronic versions of the contract instrument, or reproductions thereof, will be deemed to be original counterparts.

**21.2** The successful Offeror shall have ten (10 days) after receipt of the Notice of Recommendation for Award letter to return all requested documentation as required by the Request for Proposal. Failure to comply within the established deadline for submittal of required documents may be grounds for cancellation of the award.

## **22.0 Deleted**

**23.0 CONFIDENTIALITY OF DOCUMENTS:** Any reports, data, design or similar information given to or prepared or assembled under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization without prior written approval of the City.

**24.0 EQUAL OPPORTUNITY CLAUSE:** The City of Springfield, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all qualified firms/providers that the City affirmatively ensure that minority businesses will be afforded full opportunity to submit a proposal in response to this solicitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for award.

**24.1** The City of Springfield encourages the participation of Disadvantage Business Enterprises (DBEs). If your firm is a designated DBE, please be sure and identify such on the enclosed **FORM NO. 7 AFFIDAVIT OF COMPLIANCE**.

**25.0 BUSINESS LICENSE:** The Offeror shall obtain and maintain a business license with the City of Springfield, Missouri, if required by city code and any required state or federal license. The cost for this business license shall be borne by the Offeror. No contract will be executed by the City until this business license has been obtained.

**26.0 NONRESIDENT/FOREIGN CONTRACTORS:** The Contractor shall procure and maintain during the life of this Contract:

**26.1** If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.; and

**26.2** A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

**27.0 Certificate of Compliance with Section 34.600 RSMo., et seq.** (Anti-Discrimination Against Israel Act). That pursuant to Missouri Revised Statute Sections 34.600 et., seq. A Contractor must provide a written certification of compliance with the Anti-Discrimination Act, RSMo. 34.600 et., seq. that the contractor is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

**PART III**  
**FORMAT, CONTENT, AND SUBMISSION OF PROPOSALS**

- 1.0 FORMS AND ATTACHMENTS:** The Affidavit of Compliance Form is required to be uploaded with your Proposal. Any exceptions to the RFP terms, conditions and requirements shall be stated on this form. The Proposal shall be signed by a party authorized by law to bind the Offeror, such as an officer listed on a corporation's filing with the Missouri Secretary of State, an owner, or a managing member of an LLC or partnership.
- 2.0 PROPOSAL DUE DATE:** Proposals shall be delivered in person to the Airport Administrative Offices, 2300 N. Airport Blvd, Suite 100, Springfield, MO 65802 by July 18, 2025 at 3:00 p.m. Proposals will not be accepted after this time. Proposals shall be addressed as follows:

**Airport Terminal Coffee Concession**  
**RFP: 001-2025**  
**Attention: Joy Latimer**

- 3.0 ADDENDA:** If it becomes necessary to revise or amend any part of this Request for Proposal, an addendum will be posted on the Airport's website at [www.flyspringfield.com/bizwithsgf](http://www.flyspringfield.com/bizwithsgf)

**4.0 SELECTION PROCESS:**

The proposals will be evaluated by a Selection Committee comprised of selected City personnel and one Airport Board member. The overall process may consist of two steps: the first being a review and evaluation of all responsive proposals and the second being the interview phase for the short list of respondents selected for interview.

Step One: Evaluation of Responsive Proposals:

- a. Members of the Selection Committee will review and rate each responsive proposal based on the criteria identified in Enclosure I of this document.
- b. The Proposal Ranking Score Sheet for the evaluation of the proposals is included as Enclosure I of this document. The Evaluation Committee may request additional submittals. Scores identified on the Proposal Ranking Score Sheets submitted by the Evaluation Committee will be utilized to create a Composite Proposal Score Sheet.
- c. The Project Manager and Evaluation Committee may determine via the outcome of the evaluation of the proposal(s) that there is only one firm identified as the highest-ranking firm based on overall composite score results. If it is determined by the Project Manager and Evaluation Committee that there is not a need to interview, the City may negotiate the specific terms of the contract including cost without engaging in an interview process.
- d. The Project Manager checks references and prepares a reference check information memo that is distributed to the Evaluation Committee. Reference check information may be taken into consideration as part of the evaluation of responsive proposals process as it pertains to the firm's Experiences & References criteria.

Step Two: Short List Interviews

- a. The Proposal Evaluation Composite Score Sheet, based on the evaluation of responsive proposals, will produce a list of the top-rated proposals that may be selected for interviews (short list) if determined to be necessary by the Project Manager and Evaluation Committee. Oral interviews may be conducted in order to make a final determination of the top-ranking firm if the City determines interviews are necessary.

- b. The Interview Ranking Score Sheet for the evaluation of interviews is included as Enclosure II of this document. Scores identified on the Interview Ranking Score Sheets submitted by the Evaluation Committee will be utilized if applicable to create a Composite Interview Score Sheet.
- c. The Project Manager checks reference(s) once a short list is determined. A reference check information memo is prepared by the Project Manager and distributed to the interviewing committee. Reference check information may be considered part of the interview process and is taken into consideration pertaining to the firm's Experience & References criteria.
- d. Upon selection of the top-rated firm, the City may negotiate the specific terms of the contract including cost.

**Step Three: Best and Final Offer (BAFO):** The City reserves the right to conduct pre-award discussions, interviews, pre-contract negotiations, and if necessary, a best and final offer (BAFO) with any or all responsive and responsible Offerors who submit Proposals determined to be reasonably acceptable of being selected for award. The City reserves the right to award a contract to a firm solely based on their initial proposal submitted without any further interview, discussion and negotiations.

- 4.1 Interviews:** The City reserves the right to conduct personal interviews or require presentations of any or all Offerors prior to selection. The City will not be liable for any costs incurred by the Offeror in connection with such interviews/presentations (i.e., travel, accommodations, etc.)
- 4.2 Negotiations:** The City reserves the right to enter into negotiations with the highest-ranking firm. If negotiations with the highest-ranking firm fail, the City may enter into negotiations with the second highest-ranking firm and so on until a contract is executed or if all negotiations fail a new solicitation may be warranted.

## **5.0 AWARDS:**

- 5.1** Unless otherwise stated in the Request for Proposal, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices, if part of the Proposal. However, such discounts are encouraged to motivate prompt payment.
- 5.2** As the best interest of the City may require, the right is reserved to make awards; to reject any and all Proposals or to waive any minor irregularity of technicality in Proposals received.
- 5.3** Award will be made based upon Evaluation Committee recommendation after Proposals have been scored based upon award criteria specified herein.
- 5.4** Each Proposal is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the Offeror and the City; and shall bind the Offeror to furnish and deliver at the price, and in accordance with the conditions of said accepted Proposal and detailed specifications.

**6.0 BUDGETARY CONSTRAINTS:** The City reserves the right to reduce or increase the quantity, retract any item and/or service from the Proposal, or upon notification, terminate entire contract without any obligations or penalty based upon availability of funds.

**7.0 ORDER OF PRECEDENCE:** Any and all Special/General Conditions and Specifications attached hereto, which varies from the instruction to Offerors, shall take precedence.

**8.0 AFFIDAVIT FOR SERVICE CONTRACTS:** The Offeror represents, in accordance with RSMO 285.530.2 that they have not employed, or sub-bid with, unauthorized aliens in connection with the scope of work to be done under the RFP and agrees to provide an affidavit to the City of Springfield affirming that they have not, and will not in connection with the RFP, knowingly employ, or sub-bid with, any person who is an unauthorized alien.

**9.0 OPEN COMPETITION:** It is the intent and purpose of the Division of Purchases that the Request for Proposal process permits free and open competition. However, it shall be the Offeror's responsibility to advise the Division of Purchases if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirement to a single source or otherwise prohibits the submission of a Proposal. The notification should be received by the Division of Purchases at least ten calendar days prior to the specified Request for Proposal due date and time.

**10.0 ADDITIONAL PURCHASES BY OTHER PUBLIC AGENCIES:** The Offeror by submitting a proposal authorizes other public agencies to "Piggy-Back" or purchase equipment, products, and services being proposed in this Request for Proposal unless otherwise noted on the Affidavit of Compliance Form.

**11.0 WORK AUTHORIZATION AFFIDAVIT AND E-VERIFY:**

Effective January 1, 2009, and pursuant to the State of Missouri's RSMO 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

[RSMO 285.530 (2)] As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state (e.g., Greene County, Mo.) to a business entity, the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

RSMO 285.530 pertains to all solicitations for services over \$5,000. RSMO 285.530 does not apply to solicitations for goods only. If a solicitation is for services and goods, RSMO 285.530 applies if the services portion of the solicitation is over \$5,000.

The required documentation must be from the federal work authorization program provider. e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding. Letter from Consultants reciting compliance is not sufficient.

The Department of Homeland Security, U.S. Citizenship and Immigration Services, (USCIS) in partnership with the Social Security Administration (SSA) operate an FREE internet-based program called E-Verify, <http://www.dhs.gov/everify> that allows employers to verify the employment eligibility of their employees, regardless of citizenship. Based on information provided by employees on their Form I-9, E-Verify checks the information electronically against records contained in DHS and Social Security Administration databases. There are penalties for employing an unauthorized alien. The City may enforce any and all penalties available under local, state and/or federal law.

All submittals shall include the signed and notarized Work Authorization Affidavit AND the electronic signature page from the E-Verify program.

**12.0 INSURANCE REQUIREMENTS:** Before a contract is executed, the successful respondent shall furnish to the City a CERTIFICATE OF INSURANCE (COI) as described in **Sample Contract included**.

**13.0 COMPLIANCE:** The following items shall be provided by proposer to the SGF. To be considered complete and responsive, Proposer must submit all Pages identified with **“RETURN THIS PAGE”** of this RFP document as well as the specified number of copies. **Proposers are to submit all pages of this RFP identified with “RETURN THIS PAGE” stated on the bottom right corner of said pages. Failure to do so shall render your proposal non-responsive.**

**13.1** To be provided with proposal submittal:

- Page 1-TITLE-SIGNATURE PAGE
- Form No. 1: Provider Profile
- Form No. 2: Key Outside Subcontractors – (If Applicable)
- Form No. 3: Experience/References
- Form No. 4: Resumes of Key Personnel
- Form No. 5: Project Approach Narrative
- Form No. 6: Proposed Revenue Sharing
- Form No. 7 AFFIDAVIT OF COMPLIANCE
- Form No. 8: CERTIFICATION REGARDING POTENTIAL CONFLICTS OF INTEREST
- Form No 9: CERTIFICATION OF COMPLIANCE WITH SECTION 34.600 RSMo
- Form No. 10 STATEMENT OF NO PROPOSAL (Only if applicable)
- Work Authorization Affidavit
- E-Verify Signature page
- Executed Addenda (If Applicable)
- Additional Agreement(s)/Contracts (if applicable)

**13.2** To be provided prior to the issuance of a contract:

- Business License (if applicable),
- Certificate of Insurance (COI) naming the City of Springfield as additional insured. NOTE: COI shall identify the **SAME** legal entity company name as reflected on the respondent’s W-9.
- W-9 (new vendor only). NOTE: W-9 shall identify the **SAME** legal entity company name as reflected on the awarded respondent’s Certificate of Insurance (COI).

**13.3** All businesses doing business in the State of MO should be registered with the Missouri Secretary of State. Upon MO registration, a charter number is issued and should be identified on the front cover page of this solicitation. If your business is exempt, the exemption number should be referenced in lieu of a charter number. This information should be completed at the time of bid submittal and shall be required prior to award. To register with the Missouri Secretary of State, please consult: <https://bsd.sos.mo.gov/BusinessEntity/BESearch.aspx?SearchType=0>

**13.4** Respondent’s legal entity company name must be identified the SAME on their W9 and Certificate of Insurance (COI).



**14.0 SAMPLE CONTRACT:** The City has included with this RFP a sample contract for the services requested. This sample is provided for illustrative purposes only. The City reserves the right to submit a contract which differs from the following example:

***SAMPLE AGREEMENT FOR THE AIRPORT TERMS MAY BE NEGOTIABLE***

City of Springfield, Missouri  
Airport Board

Agreement for Operation of  
A Specialty Retail Concession At the  
Midfield Passenger Terminal

2025

## **AGREEMENT**

### **Parties**

Springfield: The Board of Springfield, Greene County, Missouri

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

### **Short-Hand References**

Agreement: Agreement for Operation of a Food and Beverage Concession at the Midfield Passenger Terminal

Airport: Springfield-Branson National Airport

Board: Springfield-Branson National Airport Board, its duly elected or appointed officials, agents, and employees

Director: Airport's Director of Aviation

Springfield: The City of Springfield, Greene County, Missouri, its duly elected or appointed officials, agents, and employees

### **Background**

Board is a Springfield administrative board, created by Springfield's Charter. Airport is in Springfield.

Board has the power and duty to administer Airport, i.e., to take charge of, and operate, its properties, institutions and facilities. Board has the power to transact Airport business.

Concessionaire, \_\_\_\_\_, is a (kind of organization – LLC, Inc., etc.) company and authorized to do business in Missouri.

On \_\_\_\_\_, Concessionaire submitted a proposal to operate a Coffee Shop Concession Service at the Midfield Passenger Terminal at Springfield-Branson National Airport in response to a request for proposal by Springfield.

Board determined Concessionaire's proposal to be a compelling one and wishes to award a concession to Concessionaire at its Airport Board Meeting on \_\_\_\_\_.

Board and Concessionaire want to establish terms and conditions to govern their relationship. Therefore, Board and Concessionaire agree as follows:

## **1 GRANT**

### **1.1 Rights and Privileges of Operating an Airport Concession**

1.1.1 Pursuant to the terms of this Agreement, Board grants to Concessionaire the non-exclusive right, privilege, and obligation to sell specialty coffee, non-alcoholic beverages, assorted pastries and related merchandise at the Midfield Passenger Terminal in the Airport.

1.1.2 This Agreement does not grant an exclusive right to retail concessions to Concessionaire. The Board reserves the right to contract with additional concessionaires for other retail concepts.

### **1.2 Leased Premises**

Board grants to Concessionaire the exclusive use of the premises set forth in Exhibit A ("Retail Concession Area Exhibit").

## **2 TERM OF AGREEMENT**

### **2.1 Term**

The term of this Agreement commences upon full execution of the Agreement. The term of the Agreement shall continue for a period of two (2) years from the date this agreement is signed, unless earlier terminated.

### **2.2 Renewal Options**

Board and Concessionaire, at their mutual discretion have the options of three renewal periods of one year each. To exercise the renewal option, Board and Concessionaire will execute a letter of understanding to be signed by both parties.

## **3 CONCESSION OPERATIONS**

### **3.1 Use**

Concessionaire shall use the Leased Premises solely for the purpose of selling food, beverages and related merchandise in accordance with the terms of this agreement. All other uses- commercial and non-commercial- are prohibited, unless Concessionaire obtains Board's prior written approval.

### **3.2 Hours of Operation**

3.2.1 Facilities must be open 365 days a year with operating hours and staffing levels that support passenger activity at the Airport.

3.2.2 The hours shall begin each day at least one hour before the first scheduled departure, and end when the last flight of the day departs.

- 3.2.3 Flight delays sometimes occur due to weather conditions and similar events. To accommodate passengers, concession operations must be able to quickly extend operating hours (e.g. - stay open later, add staff, maintain sufficient inventory levels, etc.).
- 3.2.4 The Board reserves the right to request changes in the hours of operation to ensure that services are available to the public. The Board's request for a change in the hours of operation shall not be unreasonably declined by Concessionaire.

### 3.3 Deliveries

Concessionaire must schedule its deliveries and restocking so that they do not conflict with peak traffic times nor interrupt Airport operations. Concessionaire must develop its logistics programs within the parameters of Airport and security regulations while maintaining sufficient inventory at its Leased Premises.

### 3.4 Manager

- 3.4.1 The management, maintenance, and operation of the Leased Premises shall always be under the supervision and direction of an active, qualified, and competent manager.
- 3.4.2 The manager shall always be subject to the direction and control of Concessionaire.
- 3.4.3 The manager shall be assigned a duty station in the Leased Premises where he or she shall be available during normal business hours. Concessionaire further agrees to assign a qualified subordinate to be present and in charge of the Leased Premises, in the absence of the Manager.

### 3.5 Employees

Concessionaire's employees shall:

- 3.5.1 Maintain a clean, neat, and well-groomed appearance.
- 3.5.2 Conduct themselves in a professional and courteous manner at all times.

### 3.6 Control of Employees

Concessionaire shall:

- 3.6.1 Schedule a sufficient number of employees to work, so as to properly conduct Concessionaire's operation.
- 3.6.2 Control the actions of its employees.
- 3.6.3 Cooperate with the Board in controlling, disciplining, or terminating any employee whose conduct the Board feels is detrimental to the best interests of the Airport and

public.

- 3.6.4 Maintain at all times adequate fidelity bonds or insurance on its employees who handle cash.

### 3.7 Security

- 3.7.1 All of Concessionaire's employees must pass a TSA-mandated security background check and be properly badged.
- 3.7.2 All products being delivered to the concourse areas will be inspected and screened at designated locations by TSA staff.

### 3.8 Customer Service

- 3.8.1 Everyone assigned to work at the Airport is considered an ambassador of the Board and the Airport.
- 3.8.2 Concessionaire must provide its employees with at least 5 hours of customer service training per year.
- 3.8.3 Customer Service training shall, at the request of the Board, include knowledge of the Terminal areas and other services available to travelers as may be provided to Concessionaire by the Board for training purposes.
- 3.8.4 Customer Service training must be provided at Concessionaire's sole cost.

### 3.9 Non-Smoking Facility

The Springfield-Branson National Airport is a non-smoking facility; employees and passengers are not allowed to smoke within the Terminal.

### 3.10 Conflicts

Should a conflict arise between Concessionaire and other concession operators at the Airport regarding the scope of the concession privileges, the Director's decision on the matter shall be final and conclusive.

## **4 CUSTOMER PAYMENTS**

### 4.1 Cash Handling

- 4.1.1 Concessionaire shall at all times observe prudent cash-handling procedures, the same of which shall be incorporated into its written policy, rules, and regulations covering accounting and handling of all transactions of merchandise.

- 4.1.2 Concessionaire shall implement new or revised cash-handling procedures which the Board may reasonably require, at Board's sole discretion. Board will provide 30-days' written notice of such procedures.

#### 4.2 Point-of-Sale Equipment (Cash Registers)

To provide an accurate record of concession transactions and a high level of customer service, Concessionaire shall provide in its cash registers or other point-of-sale equipment the following features:

- 4.2.1 A reasonable number of segregated categories to allow for accurate reporting of gross receipts by various merchandise categories.
- 4.2.2 Capable of recording transactions by sequential control number to an audit tape or computer file.
- 4.2.3 Capable of recording transactions by location (i.e., pre-screening concession area, concourse concession area, etc.)
- 4.2.4 Capable of printing a transaction history to tape or computer media by time, day, month, and year.
- 4.2.5 Capable of printing, texting, or emailing a customer receipt showing the amount due, amount tendered, and change due to the customer as well as the time and date of transaction and name and telephone number of Concessionaire.
- 4.2.6 A display screen of sufficient size and legibility to be readily visible to the customer during a transaction.
- 4.2.7 A reasonable back-up and/or storage of data redundancy to assure sales data are always available and reliable.

#### 4.3 Form of Payment

Concessionaire shall honor at least three (3) major credit cards.

## 5 CONCESSION MERCHANDISE

#### 5.1 Type of Merchandise

- 5.1.1 Concessionaire shall sell merchandise which fits within the categories of coffee, food, non-alcoholic beverages and related merchandise for a typical coffee shop, such as pastries, granola bars, fruit, prepared snacks, and other specialized food.
- 5.1.2 Board shall notify Concessionaire in writing of any decline, in Board's opinion, in the quality of concession. Concessionaire shall reinstate products and/or upgrade specifications to the Board's satisfaction within thirty (30) days of notification

## 5.2 Prohibited Items and Services

The Concessionaire is specifically prohibited from operating or selling the following items unless otherwise agreed upon, in writing, by the Director:

- 5.2.1 Vending machines (dispensing food, drinks, snack items, newspapers, cigarettes, or other sundry items).
- 5.2.2 Other coin operated devices including, but not limited to, pay telephones, video games, and pay televisions.
- 5.2.3 Alcoholic beverages of any kind.

## 5.3 Merchandise Pricing Report

Concessionaire shall provide the Director with a statement of prices of goods and services provided on the Airport within fifteen (15) days of a written request for said prices by the Board.

## 5.4 Customer Complaints

Questions or complaints regarding the quality of service or products, whether raised by patrons, the Board, or otherwise, may be submitted to Concessionaire for its response. At the Board's request, Concessionaire shall meet with the Director to review any complaints or concerns and to promptly correct any deficiencies.

## 5.5 Compliance with Laws

All merchandise and other items used in Concessionaire's operation shall conform in all respects to federal, state and local laws, orders and regulations.

# 6 CONCESSION FEES

## 6.1 Concession Fee Structure

- 6.1.1 Concessionaire shall pay a monthly concession fee of \_\_\_\_% percentage of gross receipts.

## 6.2 Definition of Gross Receipts

- 6.2.1 "Gross receipts" include all Concessionaire-received and receivable revenue cash, credit, or otherwise, that Concessionaire generates from its business at Airport.
- 6.2.2 Excluded from the definition of "gross receipts" are only the following: Taxes, insurance proceeds, and any other property-loss proceeds.
- 6.2.3 Concessionaire is prohibited from deducting franchise, facility, equipment, real property, or personal property taxes from its gross receipts.

- 6.2.4 All gross receipts shall be deemed to be received at the time of the determination of the amount due to Concessionaire, not at the time of billing or payment, unless specifically authorized by the Director.

### 6.3 Amount of Payment

- 6.3.1 Monthly Payment. Each month, Concessionaire shall pay to the Board 8% of the prior month's gross receipts.
- 6.3.2 Final Monthly Payment of Fiscal Year. Concessionaire's payment for the 12th month of the Fiscal Year shall be the balance of the concession fee due to the Board for the Fiscal Year.

### 6.4 Date of Payment

- 6.4.1 Fiscal Year. For purposes of computing Concessionaire's gross receipts for each year of this Agreement, the Fiscal Year begins on the date of signing of this contract (date).
- 6.4.2 Concessionaire's obligation to remit Concession Fees begins on the Opening Date.
- 6.4.3 Concession fees are due within twenty (20) days following the end of each month. (For example, payment for August is due no later than September 20).
- 6.4.4 Said monthly installments shall be made payable to the "Springfield-Branson National Airport Board" and delivered to the Director's office.

### 6.5 Late Payments

- 6.5.1 Concessionaire must pay to the Board late charges of 1.5% per month on all concession-fee payments that are 30 days or more past due.
- 6.5.2 All late charges will begin running on the date payment was due and will be computed to the date the past due amount is paid.
- 6.5.3 Board is not required to notify Concessionaire when a concession-fee payment is past due.
- 6.5.4 Any partial payments shall be applied first to accrued interest and then to principal.

### 6.6 Revenue Report

Along with its monthly Concession-Fee Payment, Concessionaire must provide a revenue report to Director. The revenue report must contain the following:



- 6.6.1 An itemized statement showing the amount of gross receipts that Concessionaire enjoyed during the preceding calendar month, broken down by gross revenues derived from:

- (i) Percentage of sales from beverages
- (ii) Percentage of sales from food, and
- (iii) Percentage of sales from related merchandise.

The format of the itemized statement may be changed from time to time at the Board's request.

- 6.6.2 A written statement signed by Concessionaire's Managing Member stating that the percentage fees are a true and accurate reflection of the revenue generated from the concession and that the payments were made in accordance with the terms and conditions of the Agreement.

## 6.7 Books and Records

- 6.7.1 Concessionaire must maintain full and accurate books of accounts and records, in a form acceptable to the Board, from which gross receipts and the amount of concession fees owed the Board can be determined, according to standard and accepted accounting practices.
- 6.7.2 The books of account and records that Concessionaire must maintain and include, but not be limited to, sales slips, cash register tapes, credit card invoices, monthly sales tax returns, sales and disbursement journals, general ledgers, bank statements, bank books, bank deposit slips and annual federal income tax returns.
- 6.7.3 In lieu of maintaining the books of account and records required herein, Concessionaire may maintain computer records instead, provided that the computer records are a reasonably equivalent alternative to the maintenance of books and records otherwise required herein.
- 6.7.4 These books and records shall be stored in Springfield, Missouri, for a period of at least five (5) years following the end of each annual period of this Concession Agreement and be made available to the Board upon request.

## 6.8 Examination

Board may, at all reasonable times, request in writing to Concessionaire to examine Concessionaire's books and records. If the examination discloses that Concessionaire underreported gross receipts by more than 5%, Concessionaire must pay:

- 6.8.1 Additional underreported fees according to the audit;

- 6.8.2 Reasonable audit costs, including incidental expenses, and attorney fees; and,
- 6.8.3 Transportation and lodging, but only if Concessionaire fails to provide books and records at Airport, so that Board must travel to examine the books and records.

## 6.9 Audit

- 6.9.1 No later than 90 days after each Fiscal Year, Board may require Concessionaire to employ an independent Certified Public Accountant who shall furnish Board with an independent, certified audit of Concessionaire's revenue report to the Board. The audit shall be at Concessionaire's cost.
- 6.9.2 The audit must contain an opinion letter attesting that, with respect to the operator's Airport location; its gross receipts and fees paid are fairly stated in all material respects.
- 6.9.3 The audit must be specific to Concessionaire's operations at the Airport; an entity-wide audit report is unacceptable.
- 6.9.4 If Concessionaire fails to provide the audit to the Board, the Board will hire an independent auditor to conduct the audit and charge the cost of the audit plus a 10% administrative fee to Concessionaire.
- 6.9.5 If any audit shows that Concessionaire understated or underpaid its concession fees for the annual period involved, Concessionaire shall, within thirty (30) days' notice of any such deficiency, pay to the Board the full amount underpaid, plus one and one-half percent (1.5%) interest per month on said underpayment from the time said underpayment should have been paid to the time said underpayment is fully paid.
- 6.9.6 If any audit discloses overpayment of the percentage payments paid to the Board by Concessionaire, the Board shall refund the amount of overpayment to Concessionaire within thirty (30) days of said audit.

## **7 TERMINATION OF AGREEMENT**

### 7.1 Termination by Board

Board may terminate Agreement if:

- 7.1.1 Concessionaire files a voluntary petition in bankruptcy;
- 7.1.2 Concessionaire is adjudicated bankrupt;
- 7.1.3 A court takes jurisdiction of Concessionaire and its assets under any federal reorganization-act proceedings;

- 7.1.4 A receiver holds Concessionaire's assets;
- 7.1.5 Concessionaire voluntarily abandons its operations at Airport for 30 consecutive days or more, unless a labor strike or labor dispute interrupts Concessionaire's business.
- 7.1.6 The management, ownership, or operation of the Concessionaire changes to such an extent that, in the Board's sole and reasonable discretion, it cannot satisfactorily perform this Agreement.
- 7.1.7 Concessionaire fails to pay any fees owed under this Agreement when due and fails to cure said default within a period of thirty (30) days following written notice of said default.
- 7.1.8 Concessionaire fails to perform any other covenant or obligation of this Agreement and fails to cure said default within a period of thirty (30) days following written notice of said default.
- 7.1.9 Concessionaire undertakes any other commercial or non-commercial service or activity not specifically permitted under this Agreement and fails to cure said default within a period often (10) days following written notice of said default.

## 7.2 Termination by Concessionaire

Concessionaire may terminate this Agreement if:

- 7.2.1 Concessionaire is not in default on any Agreement rent or fees, Board breaches Agreement, Concessionaire sends Board a written demand to correct the breach, and Board does not correct it within 60 days after Concessionaire sends the written demand;
- 7.2.2 Airport ceases to operate as an airport;
- 7.2.3 Concessionaire cannot use the Airport for more than 60 consecutive days due to war, earthquake, or other casualty; or,
- 7.2.4 Concessionaire cannot use the airport for more than 90 days because:
  - 7.2.4.1 The United States stops furnishing a control tower, an instrument-landing system, other air navigational aids, or other like facilities;
  - 7.2.4.2 The United States, or any authorized agency thereof, lawfully assumes operation, control, or use of the Airport, or any substantial part or parts thereof, in such a manner as to substantially restrict the Concessionaire from operating; or

- 7.2.4.3 The FAA, the Civil Aeronautics Board, or other governmental authority with jurisdiction over Concessionaire or Airport, prohibits Concessionaire operations at Airport when Concessionaire is not at fault. (Concessionaire's request to the decertified does not put Concessionaire at fault).

### 7.3 Remedies

If Concessionaire breaches this Agreement, Board may:

- 7.3.1 Sue for specific performance;
- 7.3.2 Sue for all damages incurred by the Board, including incidental damages, consequential damages and attorney's fees;
- 7.3.3 Use a portion of or all of the performance security as described in Section 8.
- 7.3.4 Terminate this Agreement by providing notice to Concessionaire. The termination may be effective immediately upon provision of said notice, unless otherwise required in Section 7.1 or otherwise stated in the notice.
- 7.3.5 Reenter and repossess the Leased Premises and remove Concessionaire and all of its personal property, with or without process of law, by using reasonable force, summary proceedings, ejectment, or any other means the Board, in its sole discretion, deems appropriate. Board shall not be deemed guilty of trespass, eviction, or forcible entry and detainer by so doing.
  - 7.3.5.1 Concessionaire shall remain liable for the performance of this Agreement, including the payment of Concession fees. Concessionaire shall also be liable for all costs and expenses the Board incurs in re-letting or attempting to re-let the Leased Premises, including commission/broker fees and reasonable repair costs.
  - 7.3.5.2 Board shall make a good-faith attempt to mitigate Concessionaire's damages by attempting to re-let the Leased Premises.
  - 7.3.5.3 Board shall not be required to re-let all or any portion of the concession rights or Leased Premises to any party, or upon terms and conditions, which the Board, in its sole discretion, does not feel to be in the best interests of the Airport.
- 7.3.6 The Board may utilize any other remedy provided by law or equity as a result of Concessionaire's default(s).
- 7.3.7 These remedies shall be considered cumulative and not in the alternative.

#### 7.4 Upon Termination:

- 7.4.1 All Concessionaire's rights under this Agreement terminate.
- 7.4.2 Concessionaire must return possession of Leased Premises to Board, in good condition (except for ordinary wear and tear).
- 7.4.3 If Concessionaire is current on Agreement rent and fees, Concessionaire may, at its expense, remove all personal property from Leased Premises.
  - 7.5.4.1 Concessionaire shall be responsible for making repairs at its sole expense for any damage (other than from normal wear and tear) resulting from the removal by Concessionaire of its said furniture, trade fixtures, etc.
- 7.4.4 If Concessionaire fails to remove such property within 60 days after Agreement termination, Board may:
  - 7.5.4.1 Assume ownership of Concessionaire's personal property; or
  - 7.5.4.2 Charge Concessionaire for their removal and storage, plus a 10% administrative fee.
- 7.4.5 To the extent Concessionaire is delinquent on Agreement rent and fees, Board shall have a lien on Concessionaire's trade fixtures and equipment and Concessionaire shall not remove them without Board's prior written approval.

## **8 PERFORMANCE SECURITY**

### 8.1 Amount

Before Board will sign Agreement, Concessionaire must deposit with Board performance security in the amount of \$5,000.

### 8.2 Form

Concessionaire's performance security must be a letter of credit, security bond, cash, or certified funds. Board will hold it, or draw on it as necessary, to secure Concessionaire's faithful performance of its Agreement obligations.

### 8.3 Letter of Credit or Security Bond

- 8.3.1 The letter of credit or security bond must be irrevocable, be from a source and in a form acceptable to Board, be valid at least 3 months beyond Agreement term, automatically renew if Board and Concessionaire renew or extend Agreement, and not require Board to send any kind of pre-draft writing before Board can draw on it.

- 8.3.2 Board will send a draft to the letter or bond issuer or to its agent if Board must draw on the letter. Board will send a copy of the draft under this section to Concessionaire.

#### 8.4 Cash or Certified Funds

- 8.4.1 As an alternative to a letter of credit, Concessionaire may deposit cash or certified funds with Board. Board may commingle the deposit with its general accounts.
- 8.4.2 Board will send Concessionaire notice when Board intends to apply the deposit in this section to any Agreement default at least 10 days before applying it. Once Agreement ends and Concessionaire vacates its Leased Premises, Board must return any unapplied deposit, without interest, to Concessionaire or Concessionaire's last assignee.
- 8.4.3 Upon Agreement termination, Board will return any unapplied portion of Concessionaire's deposit to Concessionaire or its successor.

#### 8.5 Use of Performance Security

Board may apply Concessionaire's Performance Security funds without waiving any of its other legal rights or remedies. Concessionaire must restore its cash or certified funds to the \$5,000 level no later than thirty (30) days after Board sends Concessionaire notice to do so.

### **9 INITIAL IMPROVEMENTS ON LEASED PREMISES**

#### 9.1 Condition of Leased Premises upon Execution of Agreement

- 9.1.1 Concessionaire will receive existing space on the nonsecure side of the terminal in its then-current condition, "as is/where is." This existing space includes the counter build-out - including lighting, signage, and television, the grab and go pastry case, undercounter refrigerators, built in countertop blenders, and the tall tables/chairs in seating area.
- 9.1.2 The Board will provide an amount not to exceed \$5,000 to assist with start-up costs, including, signage, branding, advertising, and supplies. Concessionaire will provide Board documentation showing how the \$5,000 was spent.
- 9.1.3 All heating and air conditioning service, electrical service, water service, and sewer service will be made available in the vicinity of the Leased Premises.

### **10 CONCESSIONAIRE'S OBLIGATIONS**

#### 10.1 Maintenance of Leased Premises

Concessionaire shall, at its cost, maintain the Leased Premises in good order, repair, and safe condition as reasonably determined by the Director.

- 10.1.1 Concessionaire shall perform all maintenance, repairs, and replacement to a quality equal

to or better than the original in materials and workmanship. The Director shall be the sole judge of the quality of maintenance or repairs. The Director may, at any reasonable time, without prior notice, enter upon the Leased Premises to determine if maintenance or repairs reasonably satisfactory to the Director are being done.

10.1.2 Concessionaire shall be required to maintain and make necessary repairs to the following, which is not an exclusive list: interior doors and entrances; storefronts; signs; show cases; floor coverings; interior walls and ceiling; the interior surface; the surfaces of interior columns exclusive of structural deficiencies; any columns erected by Concessionaire; and partitions and lighting within the Leased Premises and serving Concessionaire.

10.1.3 Concessionaire shall make no alterations, additions, or replacements on Concessionaire's Leased Premises without Board's prior written consent.

10.1.4 Should Concessionaire fail to maintain the Leased Premises in conformance with the terms and conditions of this article within a period of seven (7) days following written notice of such failure, the Board reserves the right to take any action to cure said failure. Should the Board take action to cure failures, the Concessionaire shall pay to the Board an amount equal to the Board's cost for such actions plus a ten percent (10%) administrative charge.

## 10.2 Demolition

Concessionaire shall not remove or demolish any improvements that already exist on the Leased Premises without the Board's prior written consent. Board may require Concessionaire to make certain improvements to Leased Premises in exchange for such consent.

## 10.3 Control over Leased Premises

Concessionaire shall retain control over its employees, agents, subcontractors, and invitees, their activities on and about the Leased Premises, and the manner in which such activities are conducted.

## 10.4 Signs

Concessionaire agrees that no signs, logos, or advertising displays shall be painted on or erected in any manner upon the Leased Premises, or in or on any improvements or additions on the Leased Premises, without the prior written approval of the Board, and said approval shall not be unreasonably withheld; and that signs identifying Concessionaire shall conform to reasonable standards established by the Board, with respect to type, size, design, condition and location.

## 10.5 Janitorial

10.5.1 Concessionaire also agrees to keep and maintain the Leased Premises in a clean, neat, and sanitary condition and attractive appearance.

10.5.2 Concessionaire agrees to provide, at its own expense, such janitorial and cleaning services

and supplies for the maintenance of its Leased Premises.

- 10.5.3 Concessionaire shall dispose of all garbage in covered metal receptacles provided by Board. Concessionaire must not pile boxes, cartons, barrels, or other similar items in an unsafe or unsightly manner on the Leased Premises.

#### 10.6 Licenses and Permits

Concessionaire shall obtain and pay for all licenses or permits necessary or required by law for operation of its business, the construction of any improvements, and the installation of equipment and furnishings. Board shall assist Concessionaire where necessary in obtaining said permits.

#### 10.7 Compliance with Laws

Concessionaire shall comply with all applicable laws, regulations, ordinances, and rules of the Federal Government, State of Missouri, City of Springfield, or Board now in force or hereafter enacted. Concessionaire may lawfully contest validity or applicability of such rules and regulations.

#### 10.8 Safety

- 10.8.1 Concessionaire may not do anything in or upon the Leased Premises, nor bring or keep anything therein, which shall unreasonably increase or tend to increase the risk of fire, or cause a safety hazard to persons, or obstruct or interfere with the rights of any other tenant(s) or in any way injure or annoy them, or which violates or causes violation of any applicable health, fire, environmental, or other regulation of any level of government. The Director may inform Concessionaire of such violation and set a date for abatement.

- 10.8.2 Concessionaire shall exercise precaution at all times for the protection of persons and property. Concessionaire shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

#### 10.9 Damage to Airport by Concessionaire

- 10.9.1 Concessionaire shall be liable for, and shall repair, any damage to Leased Premises and to the Airport caused by Concessionaire or anyone acting under its direction and control, ordinary wear and tear excepted.

- 10.9.2 All repairs for which Concessionaire is liable shall be made by Concessionaire with due diligence and in a manner acceptable to the Board.

- 10.9.3 If Concessionaire fails to begin or complete such repairs after 7-days' written notice from Board, Board shall perform the repairs at Concessionaire's cost, plus a ten percent (10%) administrative charge, and said amount shall be due no later than the next monthly concession fee payment.

#### 10.10 Other Tenants' Rights



In utilizing its Leased Premises, Concessionaire shall not violate in any manner the rights that have been granted, or may be granted in the future, by the Board to other businesses servicing the Terminal Building and the airport.

## **11 BOARD'S RIGHTS**

### **11.1 Airport Development**

Board reserves the right to further develop, improve, repair, alter, and add to the Airport, including but not limited to all roadways, parking areas, terminal facilities, cargo buildings, landing areas, taxiways, and all public-owned air navigation facilities as it may reasonably see fit, regardless of the desires or views of Concessionaire, and without interferences or hindrance.

### **11.2 Airport Maintenance**

Board reserves the right (but shall not be obligated to Concessionaire) to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of the Concessionaire in this regard.

### **11.3 Airport Rules and Regulations**

Board is authorized to promulgate rules and regulations to govern the Airport. Board reserves the right to make reasonable modifications to its rules and regulations. Such modifications shall be binding on Concessionaire upon delivery of a copy of the modified rules and regulations to Concessionaire.

## **12 BOARD'S OBLIGATIONS**

### **12.1 No Additional Charges**

The Board shall not levy any additional charges for the rights and privileges granted under this Agreement during the term of the Agreement for the use of the Airport by Concessionaire, unless otherwise specifically provided for in this Agreement.

### **12.2 Quiet Enjoyment**

Board will make every effort to ensure that Concessionaire quietly and peaceably enjoys the Leased Premises, rights, and privileges granted in this Agreement.

### **12.3 Maintenance and Operation of Terminal Building**

Board shall provide adequate heat, air conditioning, water, electricity, sewerage facilities, roof and structural maintenance, illumination and janitorial service in the terminal building. Board shall keep the public areas of the terminal building in a neat, orderly, sanitary, and presentable condition and adequately supplied, equipped, furnished, and decorated.

### **12.4 Inspection**

The Board and its authorized officers, employees, agents, contractors, subcontractors and other representatives shall have the right to enter upon the Leased Premises for the following purposes:

12.4.1 To inspect the Leased Premises to determine whether Concessionaire has complied with

and is complying with the terms and conditions of this Concession Agreement.

12.4.2 To perform maintenance and make repairs in any case where Concessionaire is obligated but has failed to do so.

12.4.3 To perform any and all things which the Concessionaire is obligated to and has failed after reasonable notice so to do.

12.4.4 In the exercise of Board's police powers.

## 12.5 Utilities

12.5.1 Board shall provide unfinished floors, walls and ceilings in the Leased Premises. All heating and air conditioning service, electrical service, water service, and sewer service will be made available in the vicinity of the Leased Premises.

12.5.2 The Board shall not be obligated to provide for the extension of these utilities or to provide for the installation of any other utilities. The Concessionaire, at the Concessionaire's sole cost and expense, shall arrange for the extension of these utilities to the Leased Premises as needed. Throughout the term of this agreement, the Concessionaire shall not render any utility lines inaccessible.

12.5.3 Concessionaire shall be responsible for the maintenance and repair of all utility lines from the above referenced point up to and including the distribution system inside the Leased Premises.

12.5.4 The Concessionaire shall be solely responsible for the cost of telephone and data services from the Leased Premises. Such services will be provided upon request of the Concessionaire by the Board at a monthly charge.

12.5.5 The Board reserves the right to install, maintain, repair, replace, or remove and replace any utility lines located on the Leased Premises as necessary or appropriate, along with the right to enter the Leased Premises at all reasonable time in order to accomplish the foregoing, provided, however, that the Board shall take reasonable precautions to avoid the disruption of the Concessionaire's authorized activity.

## 12.6 Maintenance

During the term of this agreement, the Board shall provide, at its expense:

12.6.1 Structural repairs to the roof, floor, exterior walls and windows of the Terminal Building.

12.6.2 General maintenance and upkeep of the Terminal Building's interior common use area and external area. The Board agrees to keep and maintain in reasonable condition all trunk water and sewer mains, supply mains, and electrical power to the Leased Premises.

- 12.6.3 Board shall not be liable for failure to make any repairs described in Section 12.6, unless the Concessionaire has provided written notice to Board requesting such repairs.

## 12.7 Janitorial

- 12.7.1 During the term of this Agreement, Board shall provide, at its expense:

12.7.1.1 Building exterior window cleaning.

12.7.1.2 Pest control services for the Leased Premises and the adjacent areas.

## 12.8 Improvements by the Board

The Board shall have the right to construct or install over, in, under, or through the Leased Premises new lines, pipes, mains, wires, conduits and equipment. Such repair, alteration, replacement, or construction shall not unreasonably interfere with Concessionaire's use of the Leased Premises. The Board will repair any damage resulting from such activities.

# 13 CASUALTY

## 13.1 Definitions

13.1.1 "Casualty" means fire, flood, earthquake, the elements, or other casualty not arising from the negligent or intentional acts or omissions of Concessionaire, its subcontractors, agents, employees, or invitees.

13.1.2 "Untenantable" means incapable of being occupied or operating a business in. Premises that are repaired after Casualty will be considered untenantable until 30 days after the Board substantially completes the restoration of the Premises.

## 13.2 Abatement of Concession Fees

13.2.1 Concessionaire's obligation to pay its monthly Percentage of Gross Receipts shall not abate.

13.2.2 In the event of Casualty, Concessionaire may petition the Board to reduce or abate its monthly concession fees set forth in Section 6.1. Concessionaire must give written notice of its petition as required by this Agreement.

13.2.3 Factors the Board shall consider in evaluating Concessionaire's petition are:

13.2.3.1 Local conditions specific to operations at Airport

13.2.3.2 Overall passenger traffic and market conditions at the Airport

13.2.3.3 Any reduction or abatement of the monthly concession fees will remain in effect for such duration as determined by the Board.

### 13.3 Repair of Leased Premises

If Casualty renders the Premises completely untenable:

13.3.1 The Board is not obligated to repair or replace the Leased Premises.

13.3.2 If the Board decides not to repair or replace the Leased Premises, or to provide other reasonably similar facilities, then either Board or Concessionaire may terminate Agreement by providing written notice to the other party.

13.3.3 If the Board decides to repair or replace the Leased Premises, and the estimated time for the restoration of the Premises is more than 180 days after the date of the Casualty, Concessionaire may terminate this Agreement by the delivery of written notice to the Board within fifteen days following the date on which the Board notifies Concessionaire of the time-estimate for the restoration. The Board shall provide the time estimate within 30 days following the date of the Casualty.

### 13.4 Limit of Board's Obligation to Repair

In the application of this Section 13, Board's obligations shall be limited to repair or reconstruction of the terminal building to the condition and quality that existed prior to the Casualty. If Board makes such repairs, Concessionaire- at its sole cost- must replace its decor, furniture, equipment, and supplies to at least pre-Casualty levels.

### 13.5 Right to Recover Damages

Nothing contained herein shall be deemed to waive any right of Board to recover damages from the fault or negligence of Concessionaire, its subcontractors, employees, agents, passengers, guests, patrons, invitees, or licensees.

## 14 INDEMNITY

### 14.1 General

Lessee must defend, indemnify, reimburse, and save harmless Springfield and Board from and against all demands, claims, damages, liabilities, losses, costs, and expenses (including, but not limited to, reasonable attorney fees, property damage, and personal injury, including death) arising out of or resulting from acts, errors, or omissions of Concessionaire, any sub lessee of Concessionaire, or any person directly or indirectly employed by any of them, or by an act, error, or omission of any other person for whom Concessionaire or its sub lessee may be liable.

### 14.2 Breach of Agreement

Concessionaire shall reimburse and hold harmless the Board for any costs or liabilities accruing to the Board resulting from a breach of the terms of this Agreement by the Concessionaire.

#### 14.3 No Limit of Liability

The provisions of this Section do not reduce any additional right of indemnification that Board may otherwise have under statute, in law, or equity.

#### 14.4 Survival

The provisions of this section survive the termination of this Agreement.

### 15 LIABILITY

#### 15.1 Airport Operations

Springfield and Board are not liable to Concessionaire for any loss of revenue or property resulting from Board's acts, errors, or omissions in the maintenance, use, or operation of the Airport and its facilities.

#### 15.2 Airport Maintenance

Springfield and Board are not liable to Concessionaire for loss of business or damages of any nature resulting from Board's acts, errors, or omissions in development, improvement, repair, or alteration of the Airport, including but not limited to roadways, parking areas, terminal facilities, landing areas, and taxiways.

#### 15.3 Airport Tenants

Springfield and Board are not liable to Concessionaire for any acts, errors, or omissions of, or for any condition resulting from, the operations or activities of any airport lessee, tenant, or concessionaire, or their respective agents, servants, employees, or independent contractors.

#### 15.4 Personal Property

Springfield and Board are not liable to Lessee for any loss of or damage to any personal property, fixture, or equipment installed, stored, or located on Airport.

#### 15.5 Unavoidable Delay

Springfield and Board are not liable to Concessionaire for their failure to perform any obligation under this Agreement or for any delay in the performance thereof, nor must any such delay or failure be deemed a default by Springfield, Board, or Concessionaire when such failure or delay is occasioned by any cause beyond their respective reasonable control or jurisdiction.

#### 15.6 Utilities

Springfield and Board are not liable to Concessionaire for any loss of or damage sustained by reason of any defect, deficiency, or impairment of the water supply, drainage, air conditioning, heating, gas supply, electrical apparatus, plumbing, or wires.

#### 15.7 Civil Fine or Penalty

In the event that Board is subject to any civil fine or penalty or other monetary assessment by reason of Concessionaire's violation of any federal, state or local rules, regulations, or standards, as now or hereafter may be promulgated or enacted, the cost of such assessment must be borne by

Concessionaire.

## 16 INSURANCE

Without limiting any of the other obligations or liabilities of the Concessionaire, the Concessionaire shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City, insurance of such types and in such amounts as may be necessary to protect it and the interests of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City. Regardless of such approval, it shall always be the responsibility of the Concessionaire to maintain adequate insurance coverage during the term of the Contract. Failure of the Concessionaire to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City before this Agreement is signed and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance and shall list the City as additional insured. Such notices shall be mailed, certified mail, return receipt requested, to:

Springfield-Branson National Airport, 2300 N. Airport Boulevard, Suite 100, Springfield, Mo 65802

If the Board's tort liability as a governmental entity/ is increased during the term of this Agreement, Board may require Concessionaire to provide additional insurance coverage to protect Board's interests. If the Board's current limitations upon tort liability are abolished entirely, Board may require Concessionaire to provide such coverage to protect the Board's interests as may be reasonable and prudent for the risks associated this Agreement. The minimum coverage for the insurance referred to herein shall be in accordance with the requirements established below:

- A.        Worker's Compensation:        Statutory coverage per RSMo. 287.010 et seq  
             Employer's Liability:    \$1,000,000
  
- B.        Commercial General Liability Insurance: Including coverage for Premises, Operations Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors. Such coverage shall apply to Bodily Injury and Property Damage on an "Occurrence Form Basis" with limits of (\$1,000,000) for all claims arising out of a single accident or occurrence.
  
- C.        Subcontracts: In case any or all this work is sublet, the Concessionaire shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Concessionaire shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City through insurance against applicable hazards or risks and shall provide evidence of such insurance.
  
- D.        Notice: The Concessionaire and/or subcontractor shall furnish the City prior to beginning the work, satisfactory proof of carriage of all the insurance required by this contract, with the provision that

policies shall not be cancelled, modified or non-renewed without thirty (30) days written notice to the City of Springfield.

## **17 NONDISCRIMINATION**

17.1 The Concessionaire agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Concessionaire or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

**17.1.2 This Concessionaire and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

**17.1.2 This Concessionaire and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

17.2 Deleted

17.3 Public Accommodation Laws

Concessionaire must comply fully with all applicable laws, regulations and building codes governing non-discrimination in public accommodations and commercial facilities, including without limitation, the requirements of American with Disabilities Act of 1990 and all regulations thereunder.

17.4 Deleted

17.5 ACDBE Requirements<sup>1</sup>

17.5.1 The ACDBE goal for non-car rental concessions at the Airport is 2.7 %.

17.5.2 Concessionaire shall employ Good-Faith Efforts to carry out the Airport's ACDBE policy through its own participation (if Concessionaire is an ACDBE), award of subcontracts to disadvantaged business enterprises, and utilization of DBE/ACDBE suppliers, where feasible. Concessionaire is expected to solicit bids from available DBE/ACDBE subcontractors or suppliers.

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<sup>1</sup> At the time of publication of the RFP, SGF was required to have an ACDBE program by the FAA. If the FAA eliminates the ACDBE program prior to the contract being awarded, Section 17.5 will be deleted. If the program is eliminated at any time during the contract term, it will be severed per Section 19.16.

17.5.3 Concessionaire shall submit periodic reports of subcontractor and/or supplier awards to ACDBE firms in such form and manner and at such times as the Board shall prescribe. Concessionaire shall provide access to books, records, and accounts to authorized officials of the Board, Board, state, and/or federal agencies for the purpose of verifying ACDBE participation and good faith efforts to carry out the ACDBE Policy and Program. Concessionaire may be subject to a post-contract DBE/ACDBE audit. Audit determination(s) may be considered and have a bearing in the evaluation of a Concessionaire's good-faith efforts on future airport contracts.

17.5.4 Concessionaire shall maintain records showing:

17.5.4.1 All subcontract/supplier awards, specifically awards to DBE/ACDBE firms;

17.5.4.2 Specific efforts to identify and award such contracts to DBE/ACDBEs; and

17.5.4.3 Submit when requested, copies of executed contracts to establish actual DBE/ACDBE participation.

17.5.5 The Board encourages Concessionaire to utilize currently approved and certified ACDBE firms on the contract for ACDBE goal achievement and credit purposes. The Missouri Department of Transportation (MoDOT) has a Unified-Certification Program (UCP), which maintains a directory specifying whether a firm is DBE-certified, fewer than 49 C.F.R. Part 26 and ACDBE certified directory as its own. UCP revises the Directory every 2 weeks at:

[http://www.modot.mo.gov/business/contractor\\_resources/External\\_Civil\\_Rights/DBE\\_program.htm](http://www.modot.mo.gov/business/contractor_resources/External_Civil_Rights/DBE_program.htm). If Concessionaire qualifies as an ACDBE firm or utilizes a company that

qualifies, the Board encourages and will assist if possible, the Concessionaire or qualifying subcontractor to register as such with MoDOT.

17.5.6 Concessionaire or its subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Concessionaire shall carry out applicable requirements of 49 CFR Part 23 in the award and administration of DOT-assisted contracts. Failure by Concessionaire to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

17.5.6.1 Concessionaire shall include this clause in each subcontract it signs with a subcontractor.

## 18 NOTICE

### 18.1 Notice Requirements

Any Notice provided under this Agreement must be:



18.1.1 In writing; and,

18.1.2 Mailed by United States mail that is postage prepaid, and registered or certified; and,

18.1.3 Addressed as follows (or as the parties may designate to each other in writing):

BOARD  
Director of Aviation  
Springfield-Branson National Airport  
2300 N. Airport Boulevard, Suite 100  
Springfield, MO 65802  
(417) 868-0500

CONCESSIONAIRE

18.2 Date of Receipt

Notice will be deemed received on the third full day after mailing or on the day of receipt if hand delivered.

## **19 MISCELLANEOUS PROVISIONS**

19.1 Right of Access, Ingress, and Egress

Board grants Concessionaire the rights of access, ingress, and egress to and from Leased Premises, in common with other users, pursuant to federal, state, local, and Board laws and regulations.

19.2 Employee-Only Parking Lot

Board grants Concessionaire and its employees the right to use the Employee-Only Auto Parking Lot subject to Board's regulations and in common with other authorized users.

19.3 Conflicts of Interest.

19.3.1 Salaried officers or employees of Springfield, members of Springfield Board Council, and members of Airport Board are prohibited from having a financial interest, direct or indirect, in any agreement with the Board, including this Agreement.

19.3.2 Concessionaire is prohibited from having a financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this Agreement. Concessionaire further covenants that in the performance of this contract no person having such interest such be employed.

19.4 Security Requirements.

Concessionaire shall comply with all current and future security regulations and requirements as may be promulgated by the Federal Aviation Administration ("FAA"), Transportation Security Administration

("TSA"), the Board or any other governmental unit with jurisdiction.

#### 19.5 Assignment and Subletting

Concessionaire may not sublet or assign any part of this Agreement or the Leased Premises without Board's prior written consent, unless the assignment is to a person, firm, or corporation:

19.5.1 That Concessionaire has merged or consolidated with; or

19.5.2 That succeeds to Concessionaire's business.

#### 19.6 War or National Emergency

During a time of war or national emergency, Airport may enter into an agreement with the United States that suspends Agreement in whole or in part.

#### 19.7 Director of Aviation

The Director must be considered the agent and representative of Board with respect to all notices, approvals, and matters contained in this Agreement. Director's authority to act for and on behalf of Board in all matters under this Agreement must not be questioned by Concessionaire.

#### 19.8 Subordination

Agreement is subordinate to any existing or future agreements between Board and the United States, or any U.S. agency, relative to Airport operation, development, or maintenance, if the United States:

19.8.1 Will grant Board funds for airport development only on the condition that Board executes those agreements; and,

19.8.2 Generally requires other civil airports that receive Federal funds to execute like agreements.

#### 19.9 Time

Time is of the essence of this Agreement.

#### 19.10 Choice of Law

This Agreement and every question arising herein must be construed or determined according to the laws of the State of Missouri.

#### 19.11 Venue

For any legal proceeding under this Agreement, venue will lie only in Greene County, Missouri.

#### 19.12 Legal Expenses

In the event of any litigation arising from breach of this Agreement the City shall be entitled to recover from the Contractor all reasonable costs incurred for such litigation, including staff time, court costs,

attorney fees, and all other related expenses incurred in such litigation.

**19.13 Independent Contractor**

Concessionaire is an independent contractor. There is no joint-venture, partnership, principal agent, employee-employer, or like relationship between Concessionaire and Springfield.

**19.14 Exempt Facility Bond Election**

Concessionaire makes an irrevocable election binding on it and all its successors-in-interest under Agreement not to claim depreciation or an investment credit with respect to the Leased Premises.

**19.15 Bankruptcy Filing**

In the event of a bankruptcy filing by or on behalf of Concessionaire as debtor, this Agreement shall be construed to be a nonresidential Agreement of real property subject to treatment in accordance with 11 U.S.C. § 365(d).

**19.16 Severability**

In the event a court of competent jurisdiction holds invalid any part of this Agreement, that part of the Agreement will be severed from the Agreement and the parties will remain bound to their receptive rights and obligations under the valid portion of the Agreement.

**19.17 No Waiver**

If a party forgives an Agreement default, that party can still enforce any subsequent Agreement default.

**19.18 Reasonable Consent**

Wherever approval, consent, or other actions are required of Board or the Director under this Agreement, the same shall not be unreasonably withheld, delayed or performed.

**19.19 Successors**

This Agreement must bind and inure to the benefit of any assigns or successors of Board and any assigns, subcontractors, or successors of Concessionaire.

**19.20 Entire Agreement**

Agreement contains the parties' entire agreement. Nothing outside Agreement can change it except a written amendment signed by both parties.

**19.21 Headings**

Headings are inserted only for reference and in no way define, limit, or describe the scope or intent of any provision of this Agreement.

(The remainder of this page intentionally left blank.)

IN WITNESS WHEREOF, Board and Concessionaire have executed this Agreement as of the day and year written below.

**CITY OF SPRINGFIELD, MISSOURI, BY AND  
THROUGH ITS AIRPORT BOARD**

Attest:

By:

\_\_\_\_\_  
Airport Board Secretary

\_\_\_\_\_  
Airport Board Chairperson

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

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

**CONCESSIONAIRE:**

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

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

**CERTIFICATE OF DIRECTOR OF FINANCE**

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

Approved as to form:

\_\_\_\_\_  
Director of Finance or Acting Director

\_\_\_\_\_  
Assistant City Attorney

**15.0 QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS:** To ensure fair consideration for all Offerors, the City prohibits communication to or with any department, board, or employee during the submission process, except as provided. Additionally, the City prohibits communications initiated by an Offeror to the City official(s) or employee(s) evaluating or considering the Proposals prior to the time a fully executed contract is in place. Any communication between Offeror and the City will be initiated by the appropriate City Official(s) or employee(s) in order to obtain information or clarification needed to develop a proper, accurate evaluation of the Proposal. Such communications initiated by an Offeror may be grounds for disqualifying the offending Offeror from consideration for award of the Proposal and/or any future Proposal(s).

**15.1** Any questions relative to interpretation of specifications or the Proposal process shall be addressed to the Airport Legal Counsel Joy Latimer, [jlatimer@flyspringfield.com](mailto:jlatimer@flyspringfield.com), in ample time before the period set for the receipt and opening of Proposals. No inquiries, if received after the deadline for final questions date listed in the Scope of Work will be given any consideration. Any interpretation made to prospective Offerors will be expressed in the form of an addendum to the RFP which, if issued, will be conveyed in writing to all prospective Offerors by the City's response to question date listed in the Scope of Work.

**15.2** It will be the responsibility of the Offeror to contact the Division of Purchases prior to submitting a Proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to acknowledge addendum with the Proposal. Receipt of an addendum to an RFP by a Proposer must be acknowledged by signing and uploading the addendum with your proposal to [https://www.demandstar.com/supplier/bids/agency\\_inc/bid\\_list.asp?f=search&mi=548029](https://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=548029) prior to the closing time and date.

**15.3** Successful Offeror will be notified electronically.

**16.0 CRITERIA FOR AWARD:** The Evaluation Committee will evaluate Proposals and a recommendation will be made to Airport Legal Counsel. Each Proposal will be evaluated for full compliance with the RFP instructions to the Offeror and the mandatory terms and conditions set forth within the RFP. The objective of the evaluation will be to recommend the Offeror who is most responsive to the herein described needs of the City. Proposals which are responsive to this Request for Proposal will be evaluated based on, but not limited to the following criteria:

**16.1** 25 points for List of Experience and References with previous coffee/food service operations similar to services being requested by SGF. (FORM 3)

**16.2** 20 points for Overall Responsiveness and Quality of Proposal. (FORMS 1 through 6)

**16.3** 25 points for Operating Plan, including the ability of the proposer to outline their operating plan (FORM 5)

**16.4** 30 points for Revenue Sharing and Investment (FORM 6)

**ENCLOSURE I**  
**PROPOSAL RANKING SCORE SHEET**

**SCORING RANGES**

	<u>30 Point Questions</u>	<u>25 Point Questions</u>	<u>20 Point Questions</u>
Acceptable	21-30	18-25	14-20
Marginal	10-20	9-17	7-13
Unacceptable	0-9	0-8	0-6

	Evaluation Criteria	Maximum Points	Score
1.	List of Experiences and References (FORM 3) Consider experience and references listed by the firm/provider on Form 3 of the RFP. Is the provider experienced in providing services similar to that requested in the RFP?	25	_____
2.	Overall Responsiveness and Quality of Proposal (FORMS 1-6) Consider total responsiveness and quality of proposal in submitting requested RFP information	20	_____
3.	Operating Plan (FORM 5) The ability of the proposer to outline and perform the proposed operating plan	25	_____
4.	Proposed Revenue Sharing and Investment (FORM 6)	30	_____

Ranked By: \_\_\_\_\_

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 Total Points

**ENCLOSURE II**  
**INTERVIEW RANKING SCORE SHEET**

**SCORING RANGES**

	<u>30 Point Questions</u>	<u>18-25</u>	<u>10 Point Questions</u>
Acceptable	21-30	18-25	14-20
Marginal	10-20	9-17	7-13
Unacceptable	0-9	0-8	0-6

	Evaluation Criteria	Maximum Points	Score
1.	List of Experiences and References (FORM 3) Consider experience and references listed by the firm/provider on Form 3 of the RFP. Is the provider experienced in providing services similar to that requested in the RFP?	25	_____
2.	Overall Responsiveness and Quality of Proposal (FORMS 1-6) Consider total responsiveness and quality of proposal in submitting requested RFP information	20	_____
3.	Operating Plan (FORM 5) The ability of the proposer to outline and perform the proposed operating plan	25	_____
4.	Proposed Revenue Sharing and Investment (FORM 6)	30	_____

Ranked By: \_\_\_\_\_

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 Total Points

**ENCLOSURE III**  
**TABLE OF CONTENTS FOR SUBMITTAL**

The following table sets forth the specific items to be addressed in the proposal. Respondents are requested to use this page with their proposal and with the corresponding page numbers indicated on the information submitted within their proposal:

A.	TITLE-SIGNATURE PAGE	Page 1
B.	TABLE OF CONTENTS: Submit this page with page numbers provided.	Page 2
C.	LETTER OF TRANSMITTAL: Limit to four (4) pages; to be submitted on the provider's letterhead. 1. Concisely state the provider's understanding of the services required by the City. 2. Include additional relevant information not requested elsewhere in this RFP. 3. The signature of the letter shall be that of a person authorized to represent and bind the firm/provider.	Attachment
D.	EXECUTED ADDENDA (if applicable) The respondent must return the correct number of all numbered addenda with submitted proposal. All Addenda must be signed.	Attachment
E.	PROVIDER PROFILE: Form No. 1 provided	Page 3
F.	KEY OUTSIDE SUBCONTRACTORS – IF APPLICABLE: Form No. 2 provided	Page 4
G.	LIST OF EXPERIENCE AND REFERENCES: Form No. 3 provided (Form 3 may be reproduced and attached in sequence if more space is required).	Page ____ - ____
H.	RESUMES OF KEY PERSONNEL: Form No. 4 provided (Form 4 may be reproduced and attached in sequence if more space is required).	Page ____
I.	PROJECT APPROACH NARRATIVE: Form No. 5 provided	Page ____ - ____
J.	PROPOSED REVENUE SHARING: Form No. 6 provided:	Page ____
K.	AFFIDAVIT OF COMPLIANCE Form No. 7	Page ____
L.	CERTIFICATION REGARDING POTENTIAL CONFLICTS OF INTEREST (This form must be signed and dated). Form No. 8	
M.	STATEMENT OF NO PROPOSAL Form No. 9	Page ____
N.	Affidavit, Work Authorization - Form provided (Must be signed, notarized and submitted prior to the issuance of a contract-if applicable (over \$5,000	Page ____
O.	E-Verify Program's Memorandum of Understanding Electronic Signature Page (Must be submitted prior to the issuance of a contract-if applicable (over \$5,000)	Page ____
P.	ADDITIONAL AGREEMENT(S)/CONTRACTS: (if applicable) Any additional agreement(s)/contracts proposed by Offeror shall be included with Offeror's proposal as an attachment and may become exhibits of an ensuing City contract.	Attachment(s): #



**FORM NO. 1: PROVIDER PROFILE**

1. Lead Service Provider/Firm(s) (or Joint Venture) Name and Address: (Please provide name of Parent Company with whom the City would be contracting)

1a. Provider /Firm is: \_\_\_ National \_\_\_ Regional \_\_\_ Local

1b. Year Provider/Firm Established:

Years of Experience providing RFP identified services/project for municipalities:

1c. Licensed to do business in the State of Missouri: \_\_\_ Yes \_\_\_ No

1d. Principal contact information: Name, title, telephone number and email address:

1e. Address of home office, if different from Item No. 1:

2. Please list the number of persons by discipline that your Firm/Joint Venture will commit to the City's project or the services to be provided. Include number of current staff and number of staff to be hired:

**FORM NO. 2: KEY OUTSIDE SUBCONTRACTORS SERVICE PROVIDERS - IF APPLICABLE – AND SUPPLIERS**

Each respondent must complete this form for all proposed sub-contracted service providers (examples – accounting, design, construction, marketing).

**SUB-CONTRACTOR #1**

Name & Address

Specialty/Role with this Project:

Worked with Lead Firm Before: \_\_\_ Yes \_\_\_ No

Year Firm Established:

Years of Experience working with submitting vendor

- Complete Form 4 for all key personnel assigned to this project for this sub-contractor.
- 

**SUB-CONTRACTOR #2**

Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before: \_\_\_ Yes \_\_\_ No

Year Firm Established:

- Years of Experience working with submitting vendor
  - Complete Form 4 for all key personnel assigned to this project for this sub-contractor.
- 

**SUB-CONTRACTOR #3**

Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before: \_\_\_ Yes \_\_\_ No

Year Firm Established:

- Years of Experience working with submitting vendor
- Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

**LIST ALL SUPPLIERS TO BE USED, INCLUDING LOCATION:**

**FORM NO. 3: LIST OF EXPERIENCE AND REFERENCES****3.1 Information on Experience and References:**

- 3.1.1 Summarize the experience of your firm related to the scope of work specified here.
- 3.1.1 Describe your experience and methodology for setting up a coffee shop.
- 3.1.2 Provide any additional information regarding your firm's experience and capabilities that you feel would be important to this engagement.
- 3.1.3 If applicable (meaning Proposer has operated a coffee business within another party's property), provide three client references for which work comparable to the work proposed herein was performed. Please provide a brief description including the date of the work performed, the name, title, email address and telephone number of the person to be contacted.

**FORM NO. 4: RESUMES OF KEY PERSONNEL**

Brief resume of key persons, specialists, and individual service providers that shall be assigned to the City project:

- a. Name and Title:
- b. Project Assignment:
- c. Name of Service Provider/Firm with which associated:
- d. Years of Experience:  
With this service provider/firm \_\_\_\_ other service providers/firms \_\_\_\_
- e. Education: Degree(s)/Year/Specialization:
- f. Other Experience & Qualifications relevant to the proposed project, specifically experience as a barista:

**FORM NO. 5: PROJECT APPROACH NARRATIVE****5.1 Provide a detailed project approach including but not limited to:**

- 5.1.1 Project schedule and detailed approach is reasonable/responsive to City's needs
- 5.1.2 Roles of all involved parties clearly identified
- 5.1.3 Identify/recognize critical or unique issues specific to the project and successful critical or unique approaches used elsewhere
- 5.1.4 Customer service philosophy

**5.2 Operating Approach:**

- 5.2.1 Include sketches of improvements to be made to the existing facility, menus, specific food and beverage items to be sold, pricing, and all other pertinent information showing how your plan will be profitable.
- 5.2.2 Branding. Describe your approach to branding generally and in relation to SGF. Exceptional candidates will have a strong visual identity which reflects the welcoming, aspirational and whimsical brand of SGF. Submit visuals of your proposed logo, menu, and wayfinding signage. Imagery and products that reflect the spirit of aviation and celebration of regionalism are strongly encouraged.
- 5.2.3 Operating hours. Please note that the **minimum** hours for the secure side are 1 hour before the first scheduled departure to the last departure 365 days a year. In addition, Contractor is expected to stay late should there be any flight delays.
- 5.2.4 Include how you will staff the coffee shop. Detail your hiring practices and scheduling plans.
- 5.2.5 Include a Proposed Timeline, including construction, set up, etc. within 60 days of the contract award date.
- 5.2.6 Include a Marketing Proposal.

**5.3 Airport Concession Disadvantaged Business Enterprise (ACDBE)<sup>2</sup>:** Proposer shall include in its proposal its plan to meet the Airport's ACDBE goal of 2.7%. More information about the FAA's ACDBE program can be found at:

[https://www.faa.gov/about/office\\_org/headquarters\\_offices/acr/bus\\_ent\\_program/fed\\_reg/](https://www.faa.gov/about/office_org/headquarters_offices/acr/bus_ent_program/fed_reg/)

Please note that to be recognized as a ACDBE contractor, the company must be certified by its state of origin's Department of Transportation.

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<sup>2</sup> At the time of publication, SGF was required to have an ACDBE program by the FAA. ACDBE information is being requested for informational purposes only and will not be factored into scoring. If the FAA eliminates the ACDBE program at any time between the date of publication of the Request for Proposal through the deadline, Proposers will not be required to submit ACDBE information. **SGF and the City of Springfield, Missouri are committed to non-discrimination as an organization including procurement practices, and thus encourages all qualified business enterprises to submit a proposal, regardless of ownership characteristics.**

**FORM NO. 6: PROPOSED REVENUE SHARING**

**SGF will require a minimum of 8% of gross receipts as revenue sharing.**

Please provide your firms' proposed percentage of revenue sharing of gross receipts: \_\_\_\_\_%

**The minimum investment for the existing location is \$25,000.**

Please provide your proposed investment:

**Proposers are not required to submit a proposal for the location on the public side of the terminal**

If you are including the new location in your proposal, please provide your proposed investment:

We **TAKE** exception to the RFP Documents/Requirements as follows:

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

Date: \_\_\_\_\_ DBE Vendor (Yes/No): \_\_\_\_\_ Minority Owned: \_\_\_\_\_  
Women Owned: \_\_\_\_\_  
Veteran Owned: \_\_\_\_\_

**FORM NO. 8 CERTIFICATION REGARDING POTENTIAL CONFLICTS OF INTEREST**

The City's Charter, Sec. 19.16, prohibits any Council member or employee of the City from having a financial interest, direct or indirect, in any contract with the City and any member of a City board or commission from having a financial interest, direct or indirect, in any contract with the department or administrative agency managed or operated by the board or commission on which he or she serves.

**\*\*\*If the prohibition above is violated, the contract is void and the Council member, City board or commission member forfeits his or her office or the employee forfeits his or her employment\*\*\***

Vendor certifies that (check all that apply):

1. \_\_\_\_ No City Council member, City employee, or City board or commission member is an employee, officer, partner, owner, etc., of vendor.
2. \_\_\_\_ No spouse or dependent child of a City Council member, City employee, or City board or commission member is an employee, officer, partner, owner, etc., of vendor.
3. \_\_\_\_ A City Council member or spouse is an employee, officer, partner, owner, etc., of vendor.
4. \_\_\_\_ A City employee or spouse is an employee, officer, partner, owner, etc., of vendor.
5. \_\_\_\_ A City board/commission member or spouse is an employee, officer, partner, owner, etc., of vendor.

If choosing 3, 4, or 5, please provide name of Council member, employee, board or commission member, or spouse:

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**Vendor Certification:**

I certify the information above is true and accurate.

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By: \_\_\_\_\_

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

**Please note whether the Charter is violated is fact specific. City staff will follow up with you for additional information.**



**FORM NO. 9 CERTIFICATION OF COMPLIANCE WITH SECTION 34.600 RSMo., ET SEQ****Effective August 28, 2020**

(does not apply to contracts totaling less than \$100,000.00, or fewer than 10 employees)

I am \_\_\_\_\_ (name), and am the \_\_\_\_\_ (title) of  
\_\_\_\_\_ (company name) a (circle one) corporation, partnership, sole proprietorship, limited  
liability company, and am competent and authorized to make the following statement and attest to its truthfulness:

[initial one]

\_\_\_\_\_. I hereby certify that the company is not currently engaged in and shall not, for the duration of the contract,  
engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or  
authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the  
State of Israel, in accordance with the terms and conditions set forth in 34.600 RSMo., et.seq.

Or:

\_\_\_\_\_. The business employs less than 10 employees.

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[list official name of business entity]

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Signature

Print Name and Title: \_\_\_\_\_

**FORM NO. 10 STATEMENT OF "NO PROPOSAL"**

**RETURN THIS PAGE ONLY IF YOUR COMPANY PROVIDES THE PRODUCTS/SERVICES REQUESTED AND DECLINES TO DO SO.**

WE, THE UNDERSIGNED, HAVE DECLINED TO SUBMIT A PROPOSAL ON **RFP NO. 000-2019** FOR **DESCRIPTION** FOR THE FOLLOWING REASON(S):

\_\_\_\_\_ SPECIFICATIONS ARE TOO "TIGHT", I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY  
(PLEASE EXPLAIN REASON BELOW)

\_\_\_\_\_ INSUFFICIENT TIME TO RESPOND TO REQUEST FOR PROPOSAL.

\_\_\_\_\_ WE DO NOT OFFER THIS PRODUCT/S OR EQUIVALENT.

\_\_\_\_\_ REMOVE US FROM YOUR BIDDERS' LIST FOR THIS COMMODITY OR SERVICE

\_\_\_\_\_ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

\_\_\_\_\_ UNABLE TO MEET SPECIFICATIONS.

\_\_\_\_\_ UNABLE TO MEET INSURANCE REQUIREMENTS.

\_\_\_\_\_ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).

\_\_\_\_\_ OTHER (PLEASE SPECIFY BELOW).

REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE AND TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

DATE: \_\_\_\_\_

**Affidavit of Compliance with Section 285.500, RSMo., et seq.  
For All Agreements In Excess Of \$5,000.00.  
Effective January 1, 2009**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned Notary Public, in and for the County of \_\_\_\_\_,  
State of \_\_\_\_\_, personally appeared \_\_\_\_\_ (Name)  
who is \_\_\_\_\_ (Title) of \_\_\_\_\_  
(Name of company), a (circle one) corporation, partnership, sole proprietorship, limited liability company, and is  
competent and authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

- (1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- (2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 R.S.Mo., et seq.

**Documentation of participation in a federal work authorization program is attached to this affidavit.**

\_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

EXHIBIT A

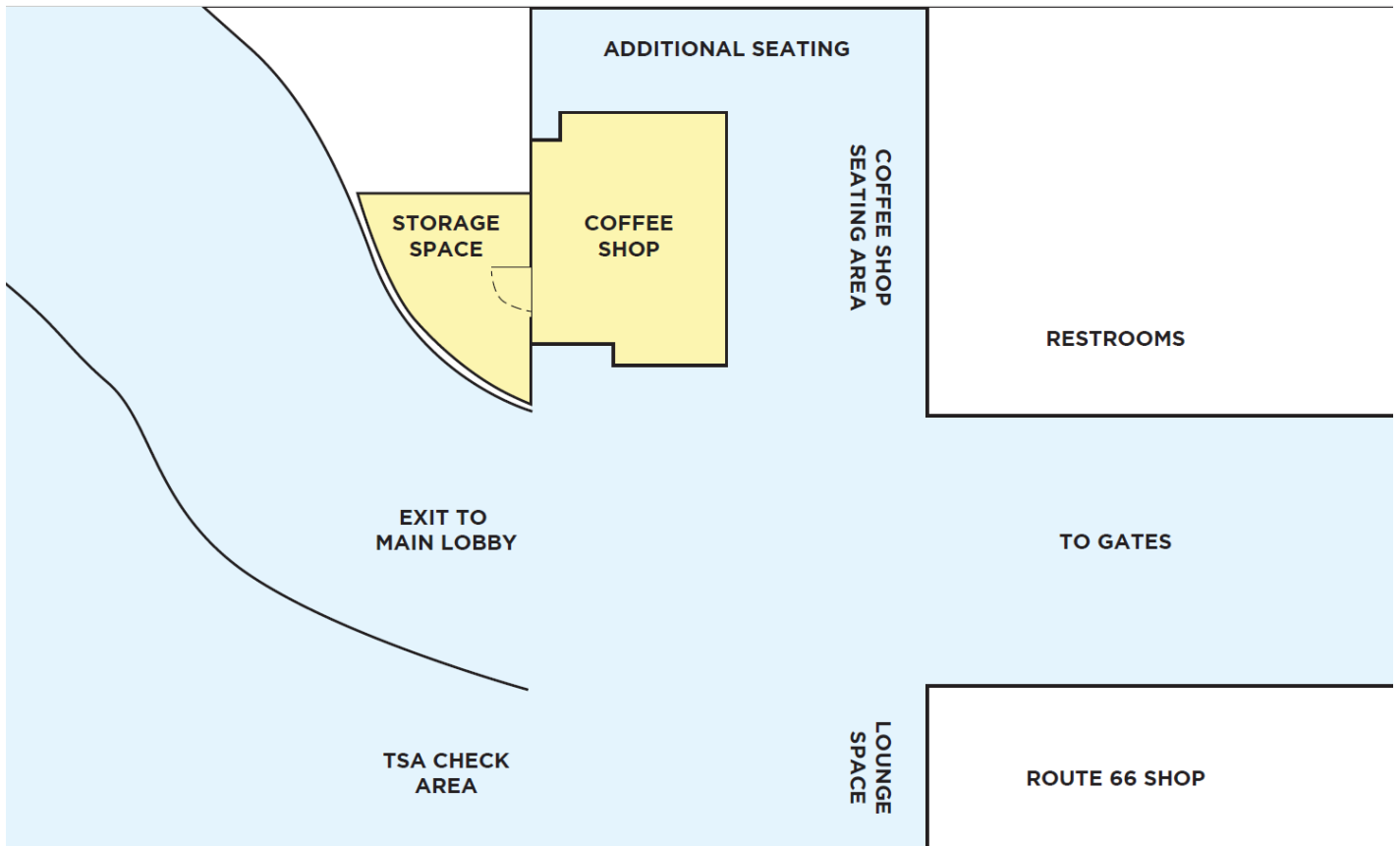


Exhibit B1 - Existing facility













Exhibit B2 - Area for second facility









