

January 17, 2025

Request for Proposals (RFP): **Rutland – Southern Vermont Regional Airport Restaurant Space**

The Aviation Program of the Policy, Planning and Intermodal Development Division of the Vermont Agency of Transportation, hereinafter referred to as VTrans, is seeking interested parties to lease the commercial/restaurant space located at the Rutland-Southern Vermont Regional Airport. The space measures approximately 975 square feet and includes a kitchen, bar area, seating area, and storage. The purpose of this RFP is to select a qualified tenant to provide quality food and beverage services to airport passengers, visitors, and staff.

This RFP will result in a single award/lease.

All work will be accomplished in accordance with Attachment A: Scope of Work/Operational Guidance (SOW) dated January 2, 2025;

which is attached hereto, in addition to all applicable local, state and federal regulations.

Prequalification is not required in order to submit a proposal for this RFP.

All questions related to this RFP shall be forwarded to **Caryn Pletzer, AOT Contract Administration, in writing**, by e-mail at caryn.pletzer@vermont.gov. All such questions and requests shall be received **no later than 2:00 p.m. on Friday, January 31, 2025**. VTrans will not be bound by any oral communications. All questions or requests for clarification received will be documented and answered after this date. ***Communication with other VTrans personnel regarding this RFP is prohibited and may result in the rejection of your proposal.***

Proposers' Conference: There will be an optional pre-bid site visit. The site visit will take place on **Friday, January 24, 2025 at 1:00 pm**. Although the pre-bid site visit is optional, it is highly encouraged. In order to participate in the site visit, you must register with Caryn Pletzer by sending an email to caryn.pletzer@vermont.gov, indicating you will be in attendance and the names of those attending. **Pre-registration is required.**

Addendums(s) / Modifications. In the event that it becomes necessary to revise, modify, clarify, or otherwise alter this RFP, including VTrans' responses to questions and requests for clarification, such addendum(s)/modification(s) shall be posted to the VTrans Contract Administration website.

IT IS THE PROPOSER'S RESPONSIBILITY TO OBTAIN ANY RFP MODIFICATIONS ISSUED.

They will be posted on the VTrans Contract Administration website at:

<https://vtrans.vermont.gov/contract-admin/bids-requests/services>

Reservation of Rights. All proposals become the property of VTrans upon submission. The cost of preparing, submitting and presenting a proposal is the sole expense of the Proposer. Unselected proposals shall be securely

disposed of at VTrans' discretion. VTrans reserves the right to reject any and all proposals received as a result of this solicitation, to negotiate with any qualified source, to waive any formality and any technicalities or to cancel this RFP in part or in its entirety if it is in the best interest of VTrans. This solicitation of proposals in no way obligates VTrans to award a contract.

Exceptions to Terms and Conditions. The proposer must state in the business proposal any exceptions taken to the terms and conditions in this RFP. For each exception the proposer shall identify the term or condition, state the reason for the exception, and provide any other information concerning the exception. Such exceptions, deviations or conditional assumptions may, however, result in rejection of the proposal as unresponsive. Failure to note exceptions when responding to the RFP will be deemed to be acceptance of the State contract terms and conditions. If exceptions are not noted in the response to this RFP but raised during contract negotiations, the State reserves the right to cancel the negotiation if deemed to be in the best interests of the State.

Single Award Anticipated: VTrans intends to select one (1) Contractor to perform these services under a lease agreement. VTrans will enter into a lease, with the initial term and optional extensions based on the proposer's submittal and any required negotiations.

Confidentiality. All Proposals received will become part of the contract file and will become a matter of public record, and may be disclosed to the public in accordance with the Vermont Public Records Act, 1 V.S.A. § 315 et seq. If the proposal documents include material that is considered by the proposer to be proprietary and confidential under 1 V.S.A. § 315 et seq., the proposer shall submit a cover letter that clearly identifies each page or section of the proposal that it believes is proprietary and confidential. The proposer shall also provide in their cover letter a written explanation *for each marked section* explaining why such material should be considered exempt from public disclosure in the event of a public records request, pursuant to 1 V.S.A. § 317(c), including the prospective harm to the competitive position of the proposer if the identified material were to be released. **Additionally, the proposer must include a redacted copy of its response for portions that are considered proprietary and confidential.** Redactions must be limited so that the reviewer may understand the nature of the information being withheld. It is typically inappropriate to redact entire pages, or to redact the titles/captions of tables and figures. Under no circumstances can the entire response be marked confidential, and the State reserves the right to disqualify responses so marked.

Proposal Instructions – General

The quality of proposals and adherence to solicitation response requirements and/or restrictions are considered reflective of the manner in which the proposer could be expected to conduct business and will be given due consideration throughout the evaluation process.

Failure to provide all required information, or indications that the proposer did not conform to all terms as set forth in the RFP and attachments may make the offer non-responsive and may result in the elimination of the proposer from further consideration for award.

Proposals or unsolicited revisions submitted after the specified due date and time will not be accepted and will be securely disposed of.

Required Electronic Submittal Information:

Proposals will be received electronically via an FTP site. In order to upload your proposal, you must obtain a user account. This account will be provided when Contract Administration receives your request via e-mail. Please submit your request for a user account by e-mailing the single point of contact listed above. Your subject should state "**FTP Account Proposal Submit Request for Rutland Airport Restaurant**". You will then receive guidance on uploading your proposal and a user account will be provided by separate e-mail(s). Please submit

your request as soon as possible and no later than four (4) business days before the RFP due date to ensure there is ample time to set up the user account(s).

When submitting your proposal(s) please use the following naming convention:
ProposalType_CompanyName_RFP Title

- **TechnicalProposal_ABConsulting_Rutland_Airport_Restaurant**
- **CostProposal_ABConsulting_Rutland_Airport_Restaurant**
- **FinancialInformation_ABConsulting_Rutland_Airport_Restaurant**

Submit your proposals to the Office of Contract Administration, Agency of Transportation, via the provided FTP site, **prior to 2:00 P.M.**, on **Friday, February 14, 2025.**

Technical Proposal Format and Content

The proposal shall not exceed twenty (20) single sided pages. All pages that count toward the page limit shall be numbered consecutively. The pages shall be formatted as 8½” x 11” sheets. Font shall be size 12.

The twenty (20) pages shall include information as required below:

Proposal Substantive Content

In tabbed and labeled sections, please provide the following elements:

- A. **Cover Letter.** All proposer’s or their authorized representative shall prepare and sign a cover letter. Submission of the letter shall constitute a representation by the proposer that it is willing and able to perform the services described in the RFP and their proposal response. **This section counts toward the twenty (20) page limit.**
- B. **Technical Capability/Approach.** In this section the proposer must explain the proposer’s understanding of VTrans’ intent, objectives, and how the proposer proposes to achieve those objectives. The proposer must discuss the proposer’s experience, capabilities and plan for providing the described services, including any proposed approach to project management, strategies, tools and safeguards for ensuring performance of all required services, and any additional factors for VTrans’ consideration. **This section counts toward the twenty (20) page limit.**
- C. **Business and Management Structure.** Provide a description of the bidding organization’s size, background, and structure, and a list by name and title of management personnel. Indicate which management personnel will be responsible for the delivery of services under the contract and a description of how the organization’s resources will be applied. This section should provide clear information as to the lines of communication and how the Business ensures Quality Control & Quality Assurance. Include information as to how Local, Regional and National Offices will coordinate to provide successful services, if applicable. **This section counts toward the twenty (20) page limit.**
- D. **Key Personnel.** Identify the name and title of all personnel who will be assigned to provide professional services under this contract. Indicate any certifications or special licensing the individual holds that is pertinent. Include up to two-page resumes for each individual that will provide key services or will be listed on the lease. **This section DOES NOT count toward the twenty (20) page limit.**

NOTE: The key personnel identified in the proposal are considered by VTrans to be essential to the work being performed under the contract. Prior to diverting any of the specified individuals into other programs, the Contractor shall notify VTrans in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made without VTrans' written consent.

- E. Past Performance.** Provide at least two (2) different examples about current or previous restaurant ownership/management experience. This should detail past performance. The examples must be in the past ten years or currently in process which are of similar size, scope, complexity and service type or otherwise relevant to the work described in this RFP.

Proposer shall use the provided Past Performance and Reference Form.

The contact person must be able to speak knowledgably about the proposer's performance in both technical and business aspects. The contact person must be able to attest to the business and professional skills of the Contractor. The contacts provided may be directly communicated with at VTrans discretion.

The technical proposal shall not include any quoted or summarized comments or recommendations from any in-state or out-of-state evaluations, records or reports of any kind.

VTrans reserves the right to discuss the Proposer's past performance with any VTrans employee who has had experience with the Proposer.

This section counts toward the twenty (20) page limit.

- F. Price/Cost.** Provide a fair monthly firm fixed price for leasing the space, including any corresponding escalations on all proposed lease terms. Please provide your preferred term of the lease, including an initial term and optional extensions. In addition, provide any and all costs for renovation or additional equipment that you wish the State to consider. If applicable, any shipping costs must be included. All costs are considered negotiable.

This section DOES NOT count toward the twenty (20) page limit.

Required Certifications/Documents *Sections 1-3 DO NOT count toward the twenty (20) page limit.
Section 4 counts toward the twenty (20) page limit.*

- 1. Debarment and Non-Collusion Affidavit** – Form CA-91: All proposers will be required to execute a sworn statement, certifying that the proposer has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such agreement.
- 2. Contractor and Sub-Contractor Information Form** – The form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid.
- 3. Executive Order 05-16 Climate Change Considerations**, if applicable
- 4. Past Performance and Reference Forms** – fillable PDF provided

Proposer's Cost Proposal

Submit one (1) separate and labeled (as noted above) PDF file, containing:

Your cost proposal, which includes your monthly firm fixed price for leasing the space and any corresponding escalations on all proposed lease terms. In addition, provide any and all costs that you wish the State to consider. If applicable, any shipping costs must be included. All costs are considered negotiable.

Any resulting lease will be based on the approved Cost Proposal.

Contractor Financial Information

Submit one (1) separate, labeled PDF file, containing:

For existing business's provide the following:

- Trailing two-year P&L Statement
- The two (2) most recent Tax Returns

For non-existing business's or start-ups, provide the following:

- A personal financial statement to include financial capacity and project funding

In accordance with 23 USC § 172 information supplied in compliance with the above financial requirements will be considered confidential.

Evaluation of Proposals

VTrans will award a contract in the best interest of the State. The selection will be a Best Value selection.

The selection panel is comprised of VTrans employees from varying Departments and Bureaus and in some cases external Stakeholders. The panel members may or may not be familiar with your company. With that in mind, it is important to provide detailed information regarding the evaluation criteria listed below.

The selection panel will evaluate proposals based upon the following factors and related sub-factors, which are of equal weight, unless noted otherwise.

1. Technical Capability/Approach (This section will be evaluated and rated at twice (2x) the weight of the other sections)

The proposal clearly indicates how the proposer will deliver timely, high-quality and compliant services to meet VTrans' needs. Specifically, the proposal includes:

- Provide a detailed Business Plan
- Detailed description of tenant's proposed use of the space and operating hours

- Provide information on how the proposer will meet or exceed the Program Goals listed in Attachment A – Scope of Work/Operational Guidance
- Creative or Innovative Ideas for increased customer satisfaction, increased traffic to the airport or any other improvements that the proposer has in mind.
- Outline any kitchen or bar area alterations considered by the proposer
- Discuss the operational plan for any flight delays and accommodating passengers by extended hours and additional staff etc.
- Provide information on how the proposer will achieve the concepts listed in the Attachment A – Scope of Work/Operational Guidance
- Comment on any renovations or alterations to the space, include estimated timelines for the alterations and any rent reduction considerations for the State to accommodate such alterations.
- Demonstrate experience with similar projects and their outcomes

2. Business and Management Structure

- The proposal clearly demonstrates a sound organizational structure and management approach which indicate positive business ethics, clear lines of communication between the proposer’s team and VTrans, active and continuing participation of senior executives, a focus on quality assurance and partnering.
- The proposal clearly demonstrates that the proposer has the resources and managerial capability to provide the required services in a timely, cost-effective manner.

3. Key Personnel

- Proposer’s proposed key personnel are sufficient in number, experience, and skill level, to provide high-quality professional services in a timely and cost-effective manner.
- Demonstrates commitment of key personnel to tasks/assignments.
- Provides pertinent experience with restaurant ownership and/or management experience

4. Past Performance

The past performance evaluation will examine how the proposer’s past and present performance indicates the likelihood of successful completion of work under this contract. In conducting the past performance assessment VTrans may use data obtained by references provided and any other source.

Provide two (2) Past Performance References as indicated above.

5. Price/Cost

- Prices/costs provided will be evaluated and rated for reasonableness, realism and competitiveness. Prices/costs will become increasingly more important and carry additional weight as the non-price evaluation factors approach equality.

6. Executive Order 05-16: Climate Change Considerations in State Procurements.

After consideration of all relevant factors, a bidder that demonstrates business practices that promote clean energy and address climate change as identified in the Certification, shall be given favorable consideration in the competitive bidding process. Bidders must complete the Climate Change Considerations in State Procurements Certification, which is included in the Certificate of Compliance for this RFP.

7. Vermont Preference.

All other considerations being equal, preference will be given first to resident bidders of the state and/or to products raised or manufactured in the state, and then to bidders who have practices that promote clean energy and address climate change, as identified in the applicable Certificate of Compliance.

Evaluation Method

Ratings will focus on the strengths and weaknesses as demonstrated by the proposer's proposal. Assigned ratings represent the consensus developed by the selection committee. Each criterion described above will be scored according to the following chart.

The maximum possible evaluation score is $8+4+4+4+4=32$

Single Max Weight	Twice Max Weight	Thrice Max Weight	Overall Rating	Description
4	8	12	Exceptional	Indicates a proposal containing significant strengths with few to no weaknesses
3	6	9	Very Good	Indicates a proposal containing a number of strengths but also some weaknesses
2	4	6	Acceptable	Indicates a proposal containing some strengths but also some significant weaknesses
1	2	3	Unacceptable	Indicates a proposal that contains significant weaknesses that outweigh any strengths

The Contractor awarded a contract shall, upon notification of award, apply for registration with the Vermont Secretary of State's Office to do business in the State of Vermont, if not already so registered. The registration form may be obtained from the Vermont Secretary of State, 128 State Street, Montpelier VT 05609-1101. The telephone number is 800-439-8683. Registration can be completed online at www.vtsosonline.com/online . VTrans will not process the lease agreement until the Contractor is registered with the Secretary of State's office.

The Contractor shall submit to VTrans a certificate of insurance showing that minimum coverages are in effect. The certificate must be submitted to the Rutland Airport Manager prior to execution of the lease agreement. It is the responsibility of the Contractor to maintain current certificates of insurance on file with the State through the term of the lease.

Worker's Compensation: With respect to all operations performed, the Contractor shall carry worker's compensation insurance in accordance with the laws of the State of Vermont.

NOTE: In the case of out-of-state Proposers, the proposer's workers' compensation insurance carrier must be licensed to write workers' compensation for all work that will be conducted within Vermont and so noted on the Certificate of Insurance.

It is a condition of proposing under this RFP that, by submitting a proposal, the proposer accepts and agrees unconditionally that if the proposer in any way contacts, or attempts to contact, a member of the selection panel involved in the selection process for this RFP, either during or following the RFP process, with the aim of communicating about the selection process or outcome, then that proposer will be completely barred from receiving or performing such work of the type covered under the RFP for a period of 365 days from the date of that proposer's attempted contact with the selection panel member. The only valid point of contact for questions about the process or outcome is from Contract Administration and is specifically listed on the first page of the RFP.

After notification of award, proposers may request a debriefing. The debriefing will review the requesting proposers scores as well as strengths and weaknesses identified by the selection committee during their review. The debriefing process is a courtesy to the proposer and is not intended to provide information akin to that provided in discovery procedures applicable in civil litigation or to replace processes for requesting documents under the Vermont Public Records Act. Debriefing requests must be submitted in writing via e-mail to the sole point of contact within fourteen (14) calendar days of notification of award results. Please include the names and e-mail addresses of all employees of the proposer who wish to attend the debriefing.

Enclosures:

- Attachment A: Scope of Work/Operational Guidance (SOW) dated January 2, 2025
 - Exhibit A – existing floor plan & photos
 - Exhibit B – existing equipment and furniture
 - Exhibit C – airport property map
- Attachment B: *N/A – left intentionally blank*
- Attachment C: *N/A – left intentionally blank*
- Attachment D: *N/A – left intentionally blank*
- Attachment E: *N/A – left intentionally blank*
- Attachment F: *N/A – left intentionally blank*
- Attachment G: *N/A – left intentionally blank*
- Attachment H: *N/A – left intentionally blank*
- Attachment I: *N/A – left intentionally blank*
- Attachment J: Title VI Assurances – DOT Standard Title VI Assurances and Non-Discrimination Provisions (DOT 1050.2A) – Assurance Appendix A and Assurance Appendix E
- Attachment K: *N/A – left intentionally blank*
- Attachment L: *N/A – left intentionally blank*
- Attachment M: Debarment and Non-Collusion Affidavit (Form CA-91)
- Attachment N: *N/A – left intentionally blank*
- Attachment O: *N/A – left intentionally blank*
- Attachment P: *N/A – left intentionally blank*
- Attachment Q: Past Performance and Reference Forms
- Attachment R: *N/A – left intentionally blank*
- Attachment S: *N/A – left intentionally blank*
- Attachment T: Executive Order 05-16: Climate Change Considerations in State Procurement Certification

ATTACHMENT A

Scope of Work

Operational Guidance

Restaurant

Rutland – Southern Vermont Regional Airport

January 2, 2025

Airport Description

Located off Route 103, Rutland-Southern Vermont Regional Airport is a hub of activity serving visitors and locals 365 days a year. Cape Air operates three outbound and inbound flights from Boston Logan International Airport seven days a week. In addition to commercial service, there are daily general and business aviation operations.

SCOPE AND BACKGROUND: The Vermont Agency of Transportation is seeking proposals from qualified Tenants to operate the Rutland-Southern Vermont Regional Airport Restaurant (RUT) in Rutland, Vermont in accordance with the following specifications.

PROGRAM GOALS: The program goals for the Tenant include the following:

- Provide first-class service and a broad variety of quality food and merchandise to travelers, airport personnel, and the local community.
- Provide enhanced quality and value to Airport consumers, with an emphasis on local food sources and Vermont made products.
- Provide innovative food and beverage concepts with a broad customer appeal.
- Increase the friendliness and convenience of the Airport to passengers and visitors while enhancing the image of RUT.
- Provide business opportunities for disadvantaged business enterprises.
- Promote store concepts, themes and products identified with Vermont.
- Provide quality packaged food services for charter aircraft (also known as catering).
- Optimize concession revenues for RUT.

LEASE TERM:

The lease arising from this request for proposal will be for a minimum period of **to be determined (TBD)** with an option to renew for an additional **to be determined (TBD)**. The term of the lease may be negotiated. Proposed lease start date will be determined after selection and any required negotiations. The Start date is also negotiable. Contractor will submit their suggested term with their cost submittal. See Section F of the RFP for additional information.

1. CONCESSION SPACE:

- 1.1. This RFP offers spaces available for leasing in the main terminal building. RFP Exhibit A is a general site plan of the current Airport Terminal Building and existing space that can be developed. However, Contractors are not limited to the existing spaces as they are currently configured.

- 1.2. A certain irregular shaped area within the terminal building at the Rutland Southern Vermont Regional Airport collectively measuring approximately 975 square feet located on the second floor. The kitchen and bar make up 425 square feet of the 975 square feet. There is an additional 64 square feet of storage closet space. Limited parking is available for customers in an adjacent landlord-owned terminal parking lot.
- 1.3. The leased space and condition shall be rented as is. Any repair or maintenance required shall be the responsibility of the Tenant.
- 1.4. Soft Alcohol (beer and wine) may be allowed only under the following conditions and the necessary parameters are reached: employee training, licensing, permit, as well as Dram Act insurance coverage holding the State of Vermont harmless and agree to repair any damage to the terminal incurred by customers under intoxication resulting from the serving of alcohol from the Tenant's business. Tenant must make a proposal to serve soft alcohol and must secure approval by the State of Vermont Aviation Program Administrator, prior to serving alcoholic beverages. This should include all documentation (but not limited to) as mentioned above.
- 1.5. Contractor should note that the location and size of the proposed space is an estimate and subject to change at any time, without liability, by the Airport. The Agency shall reserve the right to add or subtract Leased Space under any Agreement.
- 1.6. Tenant may host private events such as weddings, private parties and picnics, as well as civic events such as meetings and fundraisers, within the designated concession space, provided all insurance and liability requirements stipulated by the State of Vermont/Landlord are adhered to.
- 1.7. Tenant may utilize designated dry-storage shelves in the storage closet above the stairway.
- 1.8. Tenant may deposit up to three 30-gallon sized bags per week into the airport dumpster. If the volume increases, then the Tenant, at Tenant's expense, will retain their own dumpster service. All trash bags are to be provided by Tenant. Reasonable efforts must be made to encourage recycling by staff and customers.
- 1.9. Tenant at the Tenant's expense may alter the kitchen area and bar area as needed to enhance operational functionality. Plans for any alterations must be approved, in writing, by the Rutland Airport Manager in advance and all permits required must be secured prior to construction. Any preventable damage incurred by Tenant will be the responsibility of the Tenant to repair or replace.
- 1.10. Tenant is responsible for costs associated with utility use, specifically the electricity and propane associated with the operation of the kitchen equipment. Hot water and sewer shall be provided by the Airport at the Airport's expense.
- 1.11. Tenant is responsible for securing the terminal building as appropriate when vacating. Tenant will be responsible for alarm and/or Rutland County Sheriff Department and airport employee call-out fees resulting from improperly secured building.
- 1.12. Tenant is responsible for normal wear and tear items associated with the building. The airport is not responsible for Tenant's personal equipment.
- 1.13. Fire extinguisher and inspection for the facility is provided yearly by the Airport. However, the Tenant will replenish any depleted fire extinguisher within one business day of use. Any inspections of the fire suppression system required for the cooking area is the responsibility of the Tenant. All inspection reports must be provided to the Rutland Airport Manager.
- 1.14. Tenant shall be responsible for repairing any leased kitchen equipment that fails at any time during the lease. The equipment was purchased in 2011 and has not been used since 2020.
- 1.15. Tenant shall be responsible for clearing snow and ice on walkways to the entrance of the terminal building outside of normal operating hours of airport maintenance workers who work from 6:00am to

2:30pm. Tenant would only be responsible for snow removal during any hours they are open outside normal hours of operation, not during the entire 2:30pm to 6:00am duration.

1.16. Tenant has the option to obtain State of Vermont Official Business Directional Signs. Information regarding these signs is located at: <https://vtrans.vermont.gov/highway/sign-information>.

2. DETAILED REQUIREMENTS:

- 2.1. Tenant must obtain all required licenses and permits for their operation of the restaurant prior to lease execution.
- 2.2. Facilities must be open 7 days a week with operating hours and staffing levels that support passenger activity at the Airport. Based on airline schedules, anticipated operating hours will be from 6:00 A.M. to 4:00 P.M. daily. At a minimum, the restaurant must be open with consistent days and hours with a menu consisting of breakfast and lunch/dinner items. Contractors' actual hours of operations can be negotiated and agreed upon with the Rutland Airport Manager.
- 2.3. Tenant agrees to maintain adequate food service management and staff to maintain the restaurant during the scheduled hours of operation.
- 2.4. 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.).
- 2.5. Everyone assigned to work at the Airport is considered an ambassador of the Rutland - Southern Vermont Regional Airport; thus, employee training and superior customer service are essential.
- 2.6. The Airport places great emphasis on use of recycled materials to meet the Airport's sustainability and recycling goals.
- 2.7. Delivery times for food and supplies are restricted to normal business hours of the restaurant.
- 2.8. The facility must be clean, sanitary, and always utilize safe food handling practices. Tenant's employees will maintain a neat appearance and wear appropriate attire for the business. Daily maintenance of the dining facility, kitchen, serving area, dishwashing room and pick-up of spills will be the responsibility of the Tenant.
- 2.9. Tenant will be required to meet quarterly with the Rutland Airport Manager (or more often as necessary) to review problems or progress, to set goals, and to establish specific plans of action for implementation. The Tenant is responsible to schedule these meetings.
- 2.10. Tenant will promptly inform the Rutland Airport Manager of any problems.
- 2.11. Tenant will manage and operate all aspects of the restaurant in accordance with State and Federal regulations and in a manner acceptable to the State of Vermont.

3. **CONCEPTS:**

- 3.1. Proposals must include food service.
- 3.2. Contractors shall propose concepts for the following: Restaurant, Food, Beverage services for the Terminal Building and include Catering services to Charter Flights.
- 3.3. Contractors must propose concepts that serve a variety of offerings for all parts of the day, to travelers and other Airport users.
- 3.4. A full array of breakfast, lunch/dinner and snack items are to be included. May offer packaged to-go items.
- 3.5. The Catering to Charter Aircraft will require significant coordination with the Airport Fixed Based Operator (FBO) to cover food requirements for outbound flights.
- 3.6. Contractors will develop and distribute a separate menu for Charter Flights and ensure that menus are provided to the FBO at the airport.
- 3.7. Contractors may not merchandise or utilize any area outside of the leased area. Tenant is able to have signage on the first floor of the terminal building.
- 3.8. Contractors will submit a proposed monthly lease price per square feet.

4. **GENERAL REQUIREMENTS:**

- 4.1. **PRICING:** Any and all additional costs to renovate the space or purchase additional equipment that the tenant wishes for the State to cover or provide rent reduction must be submitted for consideration. If applicable, all equipment pricing is to include shipping costs to the ordering facility. No request for extra delivery costs will be honored. All equipment shall be delivered assembled, serviced, oiled, and ready for immediate use, unless otherwise requested and approved.
- 4.2. **VISIT:** An optional site visit is scheduled, and the details can be found on page 1 of the RFP. This site visit is optional, but is highly encouraged.

EXHIBIT A
EXISTING FLOOR PLAN

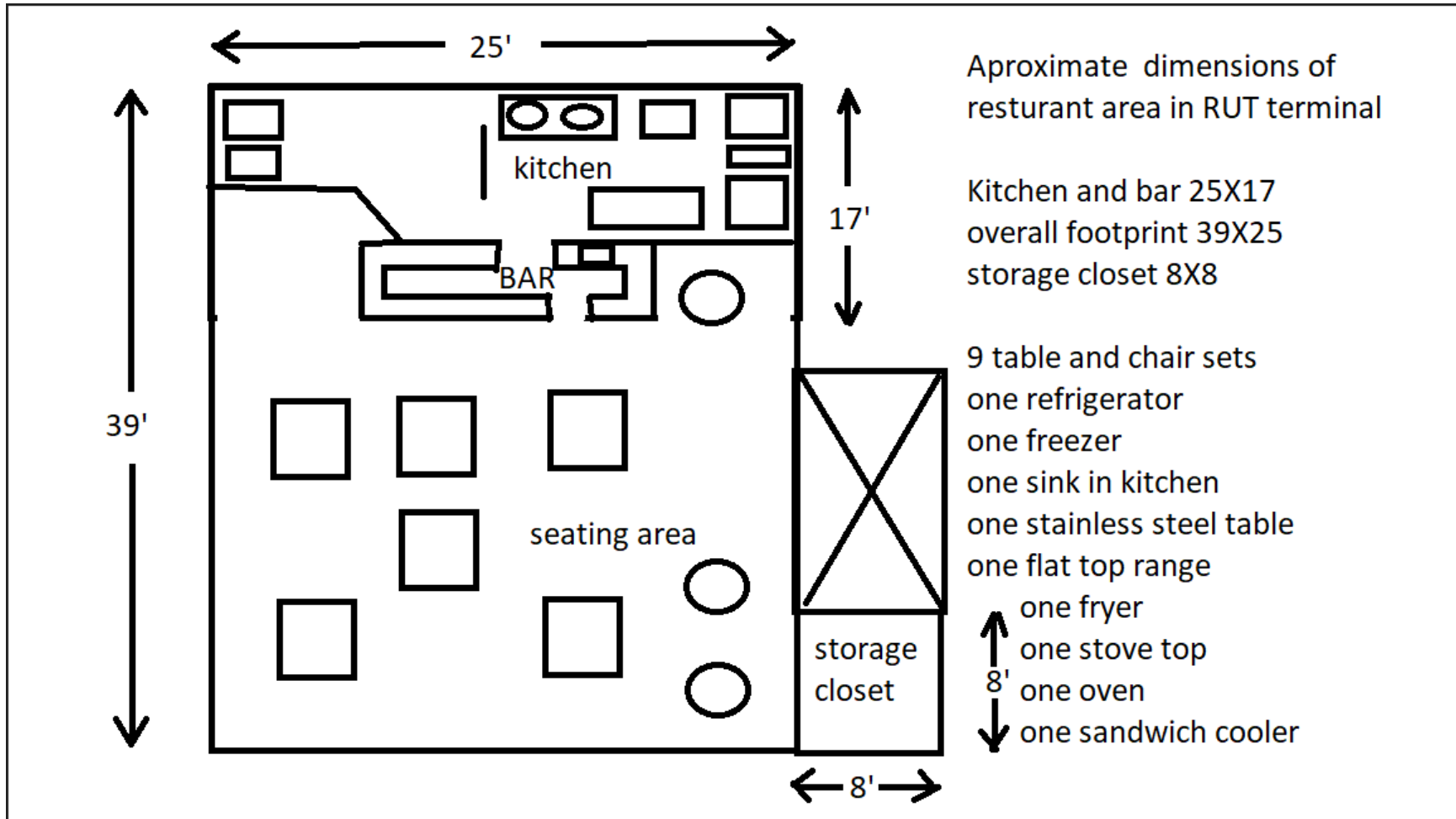




EXHIBIT B

Kitchen Equipment:

- Shelving.
- 3 tub industrial grade steel sink.
- Steel drip pan, attached to the sink.
- Stainless steel hand wash sink.
- 36" Stainless Steel Gas Griddle – Radiance Series (Turbo Air). Three burners, 66,000 total BTU. $\frac{3}{4}$ " thick stainless steel cooking plate is 14 gauge. 36" x 22 inch cooking surface.
- 12" Counter Top Stainless Steel Radiant Gas Broiler - Radiance Series (Turbo Air). 30,000 btu. (9" wide x 20" deep cooking surface).
- Sunfire Series (Garland Commercial Ranges) 36" wide Stainless Steel Gas Restaurant Range: six 22,000 BTU Universal style open burners. The 30,000 BTU 26" oven has a porcelainize interior. Oven measures 26" wide x 13" height x 21" deep.
- Sunfire Series (Garland Commercial Ranges) Stainless Steel convection oven measuring 29" wide x 20" height x 28" deep. 5 tray racks.
- Turbo Air M3 Series - Sandwich/Salad Table 72-2/3"W - 3 Door, Cutting board side rail and bracket for easy cutting board attachment and removal. Includes 18 4"D condiment pans, height adjustable heavy duty polyethylene coated wire shelves and high-density polyurethane insulation. Cold air compartment.
- Turbo Air Freezer Model M3F19-1. 19 cu/ft., 1-door. Stainless steel front/side, exterior. Stainless steel floor and aluminum sides, interior.
- Turbo Air Refrigerator Model M3R19-1. 19cu/ft, 1 door. Stainless steel front/side, exterior. Stainless steel floor and aluminum sides, interior.

Furniture

- 4 glass tables with 5 corresponding metal chairs
- 6 wooden high-top tables with 22 corresponding wooden chairs
- Boars Head branded hanging chalkboard

EXHIBIT C



Assurance Appendix A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement

as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Assurance Appendix E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin), as implemented by 49 C.F.R. § 21.1 *et seq.* and 49 C.F.R. § 303;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (102 Stat. 28.), (“...*which restore[d] the broad scope of coverage and to clarify the application of title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and title VI of the Civil Rights Act of 1964.*”);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*), as implemented by 49 C.F.R. § 25.1 *et seq.*

STATE OF VERMONT
AGENCY OF TRANSPORTATION
DEBARMENT AND NON-COLLUSION CERTIFICATION

I, _____, representing
(Official Authorized to Sign Contracts)

_____ of _____,
(Individual, Partnership or Corporation) (City or State)

hereby certify under the penalties of perjury under the laws of the State of Vermont and the United States that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid for the Vermont project:

(Project Name)

_____ project located on _____,
(Project Number) (Route or Highway)

bids opened at _____,
(Town or City)

Vermont on _____.
(Date)

I further certify under the penalties of perjury under the laws of the State of Vermont and the United States that except as noted below said individual, partnership or corporation or any person associated therewith in any capacity is not currently, and has not been within the past three (3) years, suspended, debarred, voluntarily excluded or determined ineligible by any Federal or State Agency; does not have a proposed suspension, debarment, voluntary exclusion or ineligibility determination pending; and has not been indicted, convicted, or had a civil judgement rendered against (it, him, her, them) by a court having jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Exceptions: _____ No _____ Yes. (If yes complete second page of this form.)

(Name of Individual, Partnership or Corporation)

(Signature of Official Authorized to Sign Contracts)

(Name of Individual Signing Affidavit)

(Title of Individual Signing Affidavit)

Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. **For any exception noted, indicate below to whom it applies, initiating agency, and dates of action.** Providing false information may result in criminal prosecution or administration sanctions.

EXCEPTIONS:

PAST PERFORMANCE & REFERENCE FORM

Contractor:

Provide a summary of two (2) recent projects you provided services for that are in line with the Scope of Work for this RFP. Include any special circumstances that required creative approaches or dispute resolution. Each project must include a reference with contact information.

PROJECT 1

Company Name:

Contact Name:

E-mail:

Phone:

PAST PERFORMANCE & REFERENCE FORM

Contractor:

Provide a summary of two (2) recent projects you provided services for that are in line with the Scope of Work for this RFP. Include any special circumstances that required creative approaches or dispute resolution. Each project must include a reference with contact information.

PROJECT 2

Company Name:

Contact Name:

Phone:

E-mail:

**Executive Order 05 – 16:
Climate Change Considerations in State Procurements Certification**

Bidder certifies to the following (Bidder may attach any desired explanation or substantiation. Please also note that Bidder may be asked to provide documentation for any applicable claims):

1. Bidder owns, leases or utilizes, for business purposes, space that has received:

Energy Star® Certification

LEED®, Green Globes®, or Living Buildings ChallengeSM Certification

Other Internationally Recognized Building Certification:

2. Bidder has received incentives or rebates from an Energy Efficiency Utility or Energy Efficiency Program in the last five years for energy efficient improvements made at bidder's place of business. Please explain:

3. Please Check all that apply:

Bidder can claim on-site renewable power or anaerobic-digester power (“cow-power”). Or bidder consumes renewable electricity through voluntary purchase or offset, provided no such claimed power can be double-claimed by another party.

Bidder uses renewable biomass or bio-fuel for the purposes of thermal (heat) energy at its place of business.

Bidder's heating system has modern, high-efficiency units (boilers, furnaces, stoves, etc.), having reduced emissions of particulate matter and other air pollutants.

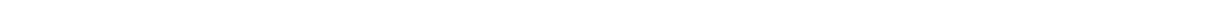
3. Please Check all that apply (continued):

Bidder tracks its energy consumption and harmful greenhouse gas emissions. What tool is used to do this?

Bidder promotes the use of plug-in electric vehicles by providing electric vehicle charging, electric fleet vehicles, preferred parking, designated parking, purchase or lease incentives, etc..

Bidder offers employees an option for a fossil fuel divestment retirement account.

Bidder offers products or services that reduce waste, conserve water, or promote energy efficiency and conservation. Please explain:



4. Please list any additional practices that promote clean energy and take action to address climate change: