

**REQUEST FOR PROPOSALS AND CONTRACT
DOCUMENTS FOR
FOOD & BEVERAGE CONCESSION
Pullman Moscow Regional Airport
Pullman, Washington**

REQUEST FOR PROPOSAL (RFP)
FOOD, BEVERAGE, and
MERCHANDISE CONCESSION AT
PULLMAN MOSCOW REGIONAL

Pullman Moscow Regional Airport (Airport) is soliciting proposals to operate the food, beverage and merchandise concession in the passenger terminal. The Airport is open to considering all proposals regarding the type of service, menu, and food/beverage/merchandise pricing, while acknowledging that the Airport intends to continue providing snack (chips, candy, cheese, snack foods) and beverage vending machine options on Airport premises.

The Airport invites potential concessionaires to propose the following:

- The operation of the restaurant
- Restaurant menu
- Menu Pricing
- Merchandise offerings and pricing
- Hours of operation
- Staffing
- Food/Beverage/ display Equipment (other than equipment owned by the Airport) to operate concession

At a minimum the Airport requires the restaurant operator to:

- Operate at least 7 days per week, and open at least 90 minutes prior to each scheduled flight departure and close no sooner than 30 minutes after each scheduled departure, with ability to keep concessions open upon the occurrence of flight delays;
- Within 60 days of the date of first operation, obtain all necessary permits and licenses and be able to legally serve and sell alcoholic beverages;
- Accept all major credit and debit cards;
- Provide all business-related communication equipment, cash registers, etc.
- Provide a public telephone number for customers
- Provide periodic catering services to Airport tenants, Airport administration, Fixed Based Operator and private general aviation users

A sample Concession Agreement is included in this RFP. Should conflicts exist between these specifications and the Sample Concession Agreement (**Exhibit A**), the wording of the Agreement will prevail. The Sample Agreement is written for the operation of the restaurant and travel-related concession services. The specifications in this RFP are intended to be descriptive in nature.

GENERAL INFORMATION

GOAL and OBJECTIVES

The ability to generate revenue to offset the cost of providing the concession space and contribute financially to the operation of the Airport is a high priority for the Airport. However, an equally important priority, and the objective of this solicitation, is to ensure the provision of a high-quality food/beverage service for the traveling public using the Airport. Therefore, the highest criteria for considering proposals resulting from this solicitation, are the level and quality of service of the food/beverage operation/concessions and merchandise proposed.

2.1 General Operating Standards

Among other requirements, selected proposers must:

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

2.2 Specific Standards

The Airport wishes to present cuisine, products and brands of the Pullman Moscow and Palouse environment of Eastern Washington and Northern Idaho area as well as nationally recognized brands and concepts. The decor should convey a sense of place for the passengers and the use of local suppliers is encouraged.

2.3 Features Unique to the Airport Environment

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

- a. The Airport customer has limited time to spend in the retail/food/beverage locations, so service must be swift. The local customer also has a significantly varied spending thresholds to consider in a varied demographic environment such as the Palouse Region to consider.
 - b. The concessions area is able to serve non secure as well as sterile passengers and utilize
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- public space for service that is not specifically under lease.
- c. All concession locations must be open 365 days a year from one and a half hours before the first flight departure and remain open until the last flight DEPARTS with staffing levels reflecting hourly and seasonal passenger traffic fluctuations. Flight delays, generally weather-related, are not uncommon. An airport is affected by weather here and in other parts of the country, sometimes resulting in unscheduled operations arriving and departing the Airport at hours outside of the usual hours of operation. This results in a significant population of restless travelers at the Airport at unusual hours. The concessions operations plan must be flexible enough to provide extended hours to accommodate the additional demand for food service and retail items and the customer service opportunities these delays afford.
 - d. The selected proposer(s) shall be required to schedule hours for deliveries that do not conflict with the Airport's peak traffic times.
 - e. Many travelers have carry-on luggage. Store, public area, designs and merchandise displays must accommodate these conditions to attract customers.
 - f. Passengers often travel across time zones and are ready for shopping and dining at unusual hours.
 - g. Every employee of the selected proposer(s) is an ambassador for the Airport. Training is essential and should include knowledge of the terminal areas and other services available to travelers. Further every employee will be required to be badged by the Airport and will be subject to a background check as part of that process.
 - h. Sanitation is critical to passengers, mainly because passenger traffic is still recovering from the COVID-19 pandemic. The Authority believes that passengers will expect a higher level of cleanliness once the pandemic is over than was previously acceptable. It is imperative that all selected proposer's employees fully follow all personal sanitation rules, as well as procedures for cleaning and sanitizing all facilities. The Airport is providing 4 permanent public sanitation stations in addition to public restrooms to assist and accommodate that purpose.

2.4 Financial Obligations

Proposals shall include a percentage of gross revenues for retail as well as a percentage of gross revenues for food and beverage, as well as a proposed Minimum Annual Guarantee or MAG to make up the Concession Fee that the respondent is willing to submit for consideration.

The new Concessionaire will pay all of the personal property taxes, leasehold tax, maintenance costs, janitorial costs and certain utilities, and all other costs of operating at the Airport.

2.5 ACDBE Program Requirements

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

2.5.1 This Agreement is subject to the requirements of the U.S. Department of Transportation's

regulations, 49 CFR Part 23. Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management agreement contract or subcontract, purchase or lease agreement or other agreement covered by 49 CFR Part 23.

- 2.5.2 Concessionaire agrees to include the above provision in any subsequent concession agreement or contract covered by 49 CFR part 23 that it enters and to cause those businesses with whom it contracts to similarly include the statements in further agreements.
- 2.5.3 Concessionaire is obligated to abide by the Airport's Disadvantaged Business Enterprise ("ACDBE") Program as it is amended from time to time.
- 2.5.4 Concessionaire shall use good faith efforts to achieve DBE participation at the Airport in an amount equal to {1%} of Concessionaire's total Gross Receipts, measured on an annual basis. Proposer should complete the "Listing of ACDBE Subconcessions" in **Exhibit B** with its proposal. If the Proposer is unable to meet the ACDBE goal, documentation supporting its good faith effort should be included in the Proposer's response.

2.6 Federal Contracting Clauses

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

2.0 CONTRACT TERM

The term of the Concession Agreements shall commence on or before the 30th day following notification of selection, with term options negotiable up to three (3) years with two one-year options depending on the performance of the Concessionaire as determined by the Airport Director.

3.0 FACILITIES AND EQUIPMENT

The Airport owns the furniture, fixtures and equipment (FF&E) at the Airport, including without limitation as set forth in **Exhibit C**. The successful concessionaire may but is not required to use the Airport's FF&E; provided, however, that the concessionaire acknowledges that the age of the FF&E is new and is provided "as-is" and "where- is" and with a one-year warranty. The airport requires all equipment to be cleaned at regular intervals and at termination of the lease expects to have no more than normal wear and tear to it. The concessionaire may have to provide some fixtures, such as coffee makers and blenders, to complete food and beverage delivery to the customer. Each proposer may arrange to view the restaurant site and equipment prior to submitting their proposal.

4.0 DUTIES AND OBLIGATIONS OF AIRPORT

The Airport shall provide and pay the cost of the water, and building heating and cooling unless any of those utilities are specific to the concession.

5.0 EQUAL EMPLOYMENT OPPORTUNITY

The Airport does not discriminate in the administration of any of its programs or activities and the selection hereunder will be made only upon the basis of occupational qualifications and without regard to race, color, religion, sex, age, national origin or disability.

Proposer will be required to assure that no person shall be denied employment or fair treatment, or in any way discriminated against, on the grounds of or because of the basis of race, sex, religion, age, national origin, or disability.

The Proposer, for itself, its personal representatives, successors in interest, and assigns as part of the consideration hereof, does hereby covenant and agree that:

- A. no person on the grounds of race, color, creed, sex, age or national origin or handicap shall be excluded from participation, denied the benefits of or be otherwise subjected to discrimination in the use of its facilities;
- B. in the furnishing of services, no person shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination on the grounds of race, creed, color, sex, age, national origin or handicap; and
- C. Proposer shall use the Airport facilities in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination-Effectuation of Title VI of the Civil Rights Act of 1964, as amended; and that in the event of breach of any of these nondiscrimination covenants, the Airport shall have the right to terminate this Agreement.

9.0 PRE-PROPOSAL QUESTIONS

Prospective proposers are cautioned that in no event shall failure to familiarize themselves with the requirements of this solicitation, or to resolve ambiguous or inconsistent terms or conditions of this solicitation or proposed resultant Contract, constitute grounds for a claim of any kind after resultant Contract award. All requests for additional information or clarification of the proposal documents must be submitted in writing to Tony Bean, Airport Director at tony.bean@pullman-wa.gov before 3:00 p.m. Wednesday, August 7, 2024. Addendums will be issued via the Airport website, www.flypuw.com.

10.0 EVALUATION CATEGORIES/CRITERIA

Evaluation of proposals will be performed by a Selection Committee composed of Airport staff.

The following are the categories to be evaluated:

<u>CRITERIA</u>	<u>MAXIMUM POINTS</u>
• BUSINESS and MARKETING PLAN	25

• DEMONSTRATED EXPERIENCE	20
• SCOPE OF MENU and /or INVENTORY	15
• PRICING OF MENU and/or INVENTORY	15
• PROPOSED PERCENTAGE OF GROSS REVENUE	15
• CUSTOMER SERVICE SUMMARY	10

11.0 PROPOSAL RESPONSE REQUIREMENTS

Each Proposal should be responsive to the requests for information in this RFP and should be sufficiently detailed and contain all information necessary for complete evaluation thereof by the Selection Committee.

12.0 PROPOSAL REQUIREMENTS

Qualified parties wishing to submit a proposal under this solicitation are encouraged to use the current Concession and Lease Agreement as a guide. However, this by no means should restrict Proposers who believe that alternative agreement rights, responsibilities and terms would better enable a concession operation which achieves the Airport's objectives, as stated above.

In considering the responsibility of proposers the Airport will examine the following factors. The successful proponent will address each factor specifically and completely in its proposal:

- A.** Degree of experience in operating a restaurant and/or gift shop. Proposers are required to have successful experience operating a café, bakery, restaurant and/or gift shop, and must include a list of locations and their size.
 - B.** Operation of the restaurant and/or gift shop, to include management of multiple employees, supplies and food to be well stocked and properly stored, and a schedule of daily, weekly and monthly cleaning to be performed.
 - C.** Provide experience with other airport concessions, if any.
 - D.** Proposer must provide an organizational chart including the company's management structure, and a statement of qualification and experience of the management personnel that will be directly involved in management of the restaurant.
 - E.** Proposer must provide three professional (3) references. All references will include the contact person, title, company, address, telephone and email address for each reference given.
 - F.** Proposer must provide a copy of its license to do business in the State of Washington or documentation that the company is capable of becoming licensed.
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- G. Proposer must submit a statement detailing any cancellation, default or notice of default for lack of performance or for any other reason at any location in the United States within the past five (5) years.
- H. Each proposal shall include a proposed fee arrangement, consisting of a percentage of annual gross revenue payable to the Airport, in addition to a flat monthly rent no less than \$30.00 (thirty dollars) per square foot per annum.
- I. Proposer must declare outstanding obligations or contracts that might adversely affect the proposer's ability to perform the Airport contract.
- J. Proposer must provide copies of the last three (3) inspections by the Health Department if applicable and available.
- K. Proposer must state if business is a Certified Disadvantaged Business Enterprise and provide certification.
- L. Attachment A – Business Plan describing plans for operation and Proposer’s goals and objectives including anticipated revenues and expenses, staffing, detailed plans for marketing (including if applicable any anticipated themes, branding or signage) and hours of operation.
- M. Attachment B – Proposed Menu & Pricing; Non-food Concession Items & Pricing

PREPARATION OF PROPOSALS

- A. All documentation submitted with this proposal shall be bound in a single binder.
 - B. Proposals shall be prepared simply and economically providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of this quotation. Emphasis should be on completeness and clarity of content and ease of locating responses to requested information.
 - C. A customer service summary shall be included in the proposal detailing specifically how the proposer will provide the highest level of customer service available to the users of Pullman Moscow Regional Airport.
 - D. Each proposer shall include a brief proposed plan of operation including the general menu items and types of service anticipated, including proposed pricing.
 - E. Three copies of proposal for Airport use.
 - F. Proposal must include the **RFP IDENTIFICATION AND CERTIFICATION** of this Request for Proposals.
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SCHEDULE

July 25, 2024	Request for Proposal to be advertised
August 7, 2024	Request for additional information or clarification due – 3:00 PM (PDT)
August 21, 2024	Proposals are due to the Airport at 3:00 PM (PDT)

PROPOSALS ARE DUE August 14, 2024 AT 3:00 PM (PDT) TO THE AIRPORT AT THE FOLLOWING ADDRESS:

**TONY BEAN, AIRPORT DIRECTOR
PULLMAN MOSCOW REGIONAL AIRPORT
3200 AIRPORT COMPLEX N.
PULLMAN, WA 99163**

RFP IDENTIFICATION AND CERTIFICATION

1. Name of Proposer: _____
Phone Number: _____

- a. Organized as: i. Individual _____
- ii. Partnership _____
- iii. Corporation _____
- iv. Joint Venture _____

b. Physical Address:

c. Names of Partners/Other Parties to Proposer:

2. Is Proposer/Operator a certified DBE? ____Yes ____ No
If "yes" please provide DBE certification documents

3. Minimum Annual Guarantee (MAG) and Concessions Privilege Fee to Airport: (Describe MAG and percentage of Gross Revenues for Retail, and Food & Beverage)

4. Concession Agreement Accepted As Is? ____Yes ____ No
If "No", list and explain exceptions:

Signed By: _____
Title: _____
Date: _____

CERTIFICATION AND ASSURANCES

I/we make the following certification and assurances regarding the attached Proposal, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions to the award of any potential contract with the Pullman Moscow Regional Airport:

1. The prices and/or cost data have been determined independently, without consultation, communication or agreement with others for the purpose of restricting competition. This understanding does not, however, preclude the ability of this Proposer to join with other persons or organizations for the purpose of presenting a single proposal.
2. The attached proposal is a firm offer for a period of 90 days following receipt as to any specific terms, and it may be accepted by Pullman Moscow Regional Airport without further negotiation (except where obviously required by lack of certainty in key terms) at any time with the 90 day period.
3. In preparing this Proposal, I/we have not been assisted by any current or former employee of Pullman Moscow Regional Airport, who previously was an employee of Pullman Moscow Regional Airport during the past 24 months, whose duties relate (or did relate) to this project or prospective contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
4. I/we understand that Pullman Moscow Regional Airport will not reimburse me/us for any costs incurred in the preparation, submission or presentation of this Proposal or the oral evaluation. All submittals and any subsequent ideas and material resulting from the RFP/contract become the property of Pullman Moscow Regional Airport and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this Proposal.
5. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
6. No attempt has been made by the Proposer to induce any other person or firm to submit or not to submit a Proposal for the purposes of restricting competition.

Signature of Proposer

Title

Date

EXHIBIT "A"

FOOD AND BEVERAGE CONCESSION AGREEMENT

This Agreement is by and between Pullman Moscow Regional Airport, jointly owned by the Cities of Pullman WA and Moscow, ID, municipal corporations of the State of Washington and the State of Idaho, (hereinafter "Airport") and _____, (hereinafter "Concessionaire"), jointly referred to as "Parties."

RECITALS

- A. Airport operates and maintains an airport terminal building facility located at Pullman Moscow Regional Airport, 3625 NE Airport Road, Pullman, Washington 99163 (hereafter "Airport Terminal").
- B. Concessionaire is engaged in the business of providing food, beverage, and convenience sales and services to the public.
- C. The Airport is willing to grant the Concessionaire the ability to operate the food, beverage and convenience concession at the Airport, following the Concessionaire's submission in response to the Airport's request for proposals.
- D. Airport and Concessionaire desire to enter into this Agreement to set forth the rights, privileges and obligations of the Parties with respect to the lease of space within the Airport Terminal.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals and attached exhibits which are incorporated by this reference, and for the following terms, covenants and conditions, the Parties agree as follows:

- 1. **PROPERTY.** Airport agrees to lease to Concessionaire and Concessionaire agrees to lease from Airport a portion of the premises located within the Airport Terminal, more particularly described as:

The area identified as approximately 1,187 square feet in the Airport Terminal, consisting of kitchen and public seating area immediately adjacent thereto (Restaurant), as more fully depicted on Exhibit "E" attached hereto as well as office and storage (hereafter "Premises").

Concessionaire is also given the non-exclusive use of the Common Areas of the Airport Terminal and the customer and employee parking associated with the Airport Terminal; restricted to those areas designated by the Airport in accordance with Section 7 below.

- 1.1 Furniture, Fixtures and Equipment. Airport owns the furniture, fixtures and equipment at the Premises, including without limitation, that set forth on the "Schedule of Furniture, Fixtures and Equipment" attached hereto as Exhibit "D" and incorporated by this

reference (collectively “Airport’s FF&E”). Concessionaire may, but is not required, to use the Airport’s FF&E in the conduct of Concessionaire’s business at the Premises; provided, however, that the Concessionaire acknowledges that the age of Airport’s FF&E is new and is provided “as-is” and “where-is” and with a one-year warranty. Airport shall have no obligation to maintain, repair or replace any of Airport’s FF&E and it shall be Concessionaire’s responsibility to provide its own furniture, fixtures and equipment in the operation of its business. If Concessionaire elects to use the Airport’s FF&E, Concessionaire shall use care and follow applicable operating instructions, keep the items clean and shall be responsible for and pay the costs of any damage to Airport’s FF&E caused by Concessionaire occurring during the term of the Lease. There shall be no abatement, offset or reduction of rent related to the maintenance or upkeep of any of the Airport’s FF&E by Concessionaire or the Concessionaire’s purchase of its own FF&E.

1.2 Common Area. Airport shall at all times have the sole and exclusive control of the Common Area, and the right and privilege of determining the extent and use of the Common Area and of making such changes therein and thereto from time to time which, in its opinion, are deemed to be in the best interests of all users of the Common Area. Concessionaire agrees it shall not obstruct or otherwise materially interfere with the public’s use of the Common Area of the Airport Terminal.

1.3 Competing Business. During the term of this Agreement, Airport shall not operate or allow a tenant to operate, a business or other enterprise which directly competes with the concession (“Competing Business”) in the Common Area inside the Airport Terminal (the “non-compete area”). The foregoing provision shall not be construed as precluding Airport, or a tenant of Airport, from operating vending machines which dispense food items and non-alcoholic beverages and the like within the Airport Terminal. Nothing in Section 1.3 shall prohibit Airport from allowing Competing Businesses at the Airport Terminal for short- term use during special events, as determined by the Airport Director.

2. PURPOSE AND PERFORMANCE.

2.1 Nature of Business. The Premises shall be used for operating a limited service, sit-down and take-out food, beverage, and product sales concession (“concession”), which shall be open to the public. Other uses of the Premises (such as outside food sales/catering) may be permissible with written consent of Airport. Concessionaire, at its sole expense, shall obtain all licenses or permits which may be required for conducting its business, or for making any repairs, alterations, improvements or additions. Concessionaire shall not install or operate vending machines or devices for the sale of beverages, snacks or other food items.

2.2 Equal Opportunity. The Concessionaire shall not discriminate against any employee, applicant for employment or customer, because of race, creed, marital status, age, color, sex, sexual orientation, or national origin, or disability, except for a bona fide occupational qualification. The Concessionaire shall take affirmative action to ensure that applicants, employees and customers are treated and served without regard to their race,

creed, marital status, age, color, sex, sexual orientation, national origin, or disability, except for a bona fide occupational qualification. Such actions shall include, without limitation: employment, promotion, demotion, or transfer, recruitment or advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training including apprenticeship. No person or group of persons shall be discriminated against with regard to service under this Lease on the basis of race, color, creed, sex, sexual orientation, national origin, marital status or disability.

2.3 Minimum Hours of Operation. Concessionaire shall staff and otherwise operate the Concession not less than 4 hours per seven-day week, which hours of operation shall be conducted between the hours of 3 : 3 0 a.m. and 7:00 p.m. including at least 90 minutes before each scheduled departure on the days of operation. The Airport Terminal may be closed between 12:00 midnight and 3:00 a.m. each day, during which time Concessionaire may be restricted to the Premises and precluded from entering the Common Area.

2.4 Appearance of Employees and Facility. Concessionaire, its employees and agents shall present themselves professionally at all times and shall maintain the Premises in a neat and clean manner.

2.5 Common Area. Concessionaire shall not place any furniture, fixtures or equipment in the Common Area of the Airport Terminal without the prior written consent of Airport. Concessionaire shall be responsible for “busing” of tables and general maintenance and cleanup of dishes, cups, utensils and other food service items left by customers of Concessionaire in or about the Airport Terminal.

2.6 Nuisance. Concessionaire shall not create or permit the existence of any nuisance on the Premises; shall keep the same in clean and safe condition and free of any explosive, flammable or combustible material which would increase the risk of fire, except such material necessary to Concessionaire’s business; shall not store any potentially dangerous, hazardous or toxic materials, and shall not permit the accumulation of junk, debris, waste or other similar materials.

2.7 Licenses and Permits. Concessionaire at its sole expense, shall obtain all licenses or permits which may be required for conducting its business, including a license to sell, serve and offer alcoholic beverages, within the terms of this Lease, or for the making of repairs, alterations, improvements or additions.

3. TERM.

3.1 Initial Term. This Agreement shall commence _____, 2024 (the “commencement date”), and shall terminate on _____, 2029 (the “termination date”). Airport and Concessionaire will meet for a comprehensive business review 60 days and again 120 days after the commencement of the Agreement. The review includes, but is not

limited to, review of concessions financial status and Concessionaire's compliance with Lease terms. Prior to the commencement date (the "Set-Up Period"), Concessionaire may have access to the Premises for the sole purpose of making tenant improvements to the Premises approved by Airport pursuant to Section 5, below. During the Set-Up Period, unless otherwise agreed by Airport, Concessionaire's access to the Premises shall be limited to normal business hours, Monday through Friday, excluding holidays, and during that time the installation of Concessionaire's tenant improvements to the Premises shall not unreasonably interfere with use or enjoyment of the Airport Terminal. Concessionaire shall not pay rent during the Set-Up Period, but shall be otherwise bound by the terms of this Agreement.

3.2 Renewal. After the initial term, provided Concessionaire is not in default at the end of the initial term, or the time for issuing the written notice of the option to renew, Concessionaire shall have two (2) options to renew the term of the Lease for an additional one-year period for each option. At least sixty (60) days prior to the expiration of the initial term or any renewal, the Concessionaire must provide Airport written notice of the exercise of the option to renew. If the option to renew is not timely exercised, the Lease shall terminate at the end of the then existing one-year term and all options to renew the Lease shall lapse.

4. RENT.

4.1 Rent. Concessionaire shall pay an annual base rent in the amount of \$ _____ (proposed rent) commencing **October 1, 2024**, a 3% annual increase will be applied for the remaining years of the lease.

4.2 Percentage of Gross Sales. The Concessionaire shall pay proposed _____% of the amount in as percentage rent hereunder. The calculation of the percentage rent shall be made at the end of each calendar month, and any percentage rent owing to Airport shall be due and payable by the 10th day of the immediately following month. Concessionaire shall submit a report of monthly gross sales to the airport each month by the 10th. The Airport shall have the right at any time, upon forty-eight hours written notice to Concessionaire, to audit the Concessionaire's records and receipts upon which the percentage rent is calculated. "Gross sales" shall mean all revenue derived from the sale of products, services, merchandise and all revenue transactions from Premises, whether delivered on or off the Airport, and whether paid for in cash or credit, and regardless of when or whether paid for or not. Gross Sales shall not include taxes separately stated and collected from customers, actual credit card fees (not to exceed 3% per transaction) or gratuities to the Concessionaire or its employees.

4.3 Leasehold and Personal Property Tax. In addition to all of the charges called for in this Lease, including the monthly rent and percentage rent, the Concessionaire shall pay to Airport such sums as may be required by law for payment of leasehold taxes or other Concessionaire tax as required by the State of Washington or other taxing entity, as such laws now exist or as they may hereafter be amended (such leasehold tax currently being 12.84%).

Concessionaire shall pay, before the same become delinquent, all taxes assessed against Concessionaire's personal property, furniture, fixtures, equipment, inventory and other property on the Premises. Any tax related to the value of Premises that may be assessed against Airport or Concessionaire during the term of this Lease will be paid by Concessionaire, upon demand by Airport (the "Demand"). Concessionaire shall have 10 days from receipt of the Demand, to pay the amount due.

4.4 Late Charge. If any payment due hereunder is not received within ten days after the date it is due, Concessionaire agrees to pay a late charge of \$100 per month for each unpaid rent payment, until such payment is made. In the event Airport elects to provide a written notice of delinquency or of other violation of the Lease, Concessionaire agrees to pay a sum equal to Airport's actual expenditure in preparing the notice, including reasonable attorney's fees, or the sum of \$150.00, whichever is greater. Any delinquent amounts, including the late charge, shall bear interest at a rate of 12% per annum until paid.

4.5 Security Deposit. Concessionaire shall deposit with Airport a security deposit in the amount of one month's base rent or _____ Dollars (\$_____) to be held by Airport as security for the full and faithful performance by Concessionaire of each and every term, covenant and condition of this Agreement. If Concessionaire breaches any of the terms of this Lease or any other payment required herein, Airport may, at Airport's option and without prejudice to any other right or entitlement as set forth in this Lease, make demand upon the security deposit and apply the proceeds thereof to cure the breach and Concessionaire shall promptly pay to Airport the amount necessary to restore the security deposit to the initial amounts called for in this paragraph.

5. **IMPROVEMENTS AND RETURN OF POSSESSION.** Concessionaire shall not make any modifications, additions, or alterations or post or hang any signs ("Improvements") to the Premises without the Airport's prior written approval. The Airport shall have sole discretion to approve any Improvement, which Airport may arbitrarily withhold. All Improvements shall be at Concessionaire's sole cost and expense. Airport, at its sole discretion, may require that Improvements be completed by a licensed and bonded contractor. Upon termination of this Lease, ownership and title to Concessionaire's Improvements shall vest in and become the property of Airport, subject to Section 17, below. Concessionaire agrees that any Improvements made shall not abate the Rent. All work with respect to any Improvements must be done in a good workmanlike manner and diligently prosecuted to completion. Concessionaire shall keep the Premises free from liens or encumbrances. In the performance of any such work, Concessionaire agrees to comply with all laws and ordinances and to hold Airport harmless from any damage, loss, or expense cause by worked performed by Concessionaire.

6. RULES AND REGULATIONS. Concessionaire represents and guarantees that it will conduct no activity, trade, or occupation on the Premises or otherwise within the Airport Terminal which will be unlawful, improper, excessively noisy, offensive, or contrary to any applicable law or ordinance. Concessionaire shall abide by the rules and regulations governing use and occupancy of the Airport Terminal, including adjacent public parking, which Airport, in its sole discretion, may establish and/or amend from time to time for the proper and efficient operation and/or maintenance of the Airport Terminal facility. Specifically, airport safety regulations may require Airport to restrict or limit access to the Airport Terminal, require additional security screening as to Concessionaire and its employees, and otherwise affect use and occupancy of the Airport Terminal facility and surrounding grounds, including parking. This Lease is subject to all present and future federal, state, and local statutes, rules, and regulations applicable to airport related properties, including but not limited to those associated with the Federal Aviation Administration (the "FAA") and those adopted by Whitman County (altogether "Airport Related Regulations"). The Concessionaire specifically waives any claims against the Airport associated with any action taken pursuant to this paragraph to comply with Airport Related Regulations.

7. PARKING. If Concessionaire, its agents or employees violate Sections 7.1 or 7.2 below, such violators may be towed and impounded, at the owner's expense

7.1 Concessionaire, its agents and employees shall park all motor vehicles solely in those employee parking spaces or areas as designated by Airport, and solely during the time they are working during the hours of operation of the café. At all times Airport shall have the right to designate, or change the designation of, the particular parking area available to be used by any or all of Concessionaire, Concessionaire's agents and employees. There shall be no overnight parking or occupancy of any motor vehicles parked on the Airport Terminal premises, and no vehicles, equipment, trailers, etc., shall be stored by Concessionaire or its agents or employees upon the Airport Terminal parking areas.

7.2 All loading and unloading of materials, equipment and supplies by Concessionaire and its agents and employees to or from the Premises shall be conducted in accordance with the Rules and Regulations as may be established by Airport from time to time governing parking, loading and unloading of vehicles in those designated drop-off zones. The Airport reserves the exclusive right to restrict or prohibit vehicle deliveries and pick-up of goods and materials adjacent to the Airport Terminal for security purposes.

8. UTILITIES AND SERVICES.

8.1 Except as otherwise provided in this Lease, Airport shall maintain the Airport Terminal and the public and common areas (such as lobbies, corridors and restrooms) in reasonably good order and condition. Airport shall hire all maintenance and janitorial personnel and supplies to keep the Common Areas clean and in good repair. Concessionaire shall provide janitorial services and supplies needed to keep the Premises clean and in good repair.

8.2 Airport shall pay for sewer, water, and natural gas utilities and shall furnish to common areas of the Airport Terminal reasonable quantities of electricity for lighting and operation of existing fixtures and equipment, heat and normal air conditioning during the operating hours of the Airport Terminal. All other utilities and services including telephone communication, and other utilities and services incident to Concessionaire's business, shall be installed, operated and maintained at Concessionaire's sole cost and expense.

8.3 Airport shall not be liable to Concessionaire for any loss or damage caused by or resulting from any variation, interruption or failure to provide the above utilities and services due to any cause, which is not the fault of Airport. No temporary interruption or failure of such utilities and services incident to the making of repairs, alterations, or improvements, or due to accident or strike, or conditions or events not under Airport's control shall relieve Concessionaire from any of its obligations hereunder. As a material consideration to the Airport, Concessionaire expressly accept the condition of the plumbing, electrical, and mechanical systems AS-IS, WHERE-IS, in their current condition.

9. ACCEPTANCE OF PREMISES. Airport is not obligated to make any improvements to the Premises. Concessionaire acknowledges having inspected the Premises, including plumbing, electrical, and mechanical systems and those fixtures, furniture and equipment set forth in Exhibit "B" attached hereto, and accepts the same AS-IS, WHERE-IS in their current condition as being suitable for the uses intended of the Premises as set forth herein. No representation, statement or warranty, expressed or implied, is or shall be made by or on behalf of Airport as to the Leased Premise's condition, or as to the use that may be made of the Airport Terminal facility unless specifically set forth in writing. Concessionaire releases Airport from any responsibility for any representation that may have been made to the Concessionaire about the Premises and the Airport Terminal facility that is not specifically set out in this Lease.

10. MAINTENANCE AND REPAIR.

10.1 Except as otherwise provided in this Lease, Airport shall maintain and repair of the following portions of the Airport Terminal facility: structural repairs, periodic window washing of all the Common Area windows; daily maintenance of all the Common Area and walls; snow removal from all driveways, sidewalks, parking lots; and maintenance and repair of the plumbing, heating, ventilating, air conditioning and electrical systems.

10.2 Concessionaire shall be responsible for the routine upkeep, maintenance, repair and cleaning of the Premises (including the routine upkeep, maintenance and repair and cleaning) of Airport's FF&E described in Exhibit "B" as described in Section 1.1) and any Concessionaire fixtures, furniture and equipment, and shall prevent any waste, damage or injury to the Airport's Premises and FF&E, normal wear and tear excepted. Upon termination of the Lease, Concessionaire shall turn the Premises back to Airport in as good a condition as it was at the beginning of the lease term, reasonable wear and tear excepted.

As set forth in Section 1.1, Airport shall have absolutely no responsibility to repair or replace any item of FF&E and there shall be no offset or abatement of rent related to the FF&E.

Concessionaire acknowledges and agrees that Airport does not anticipate making significant repairs or acquisitions of any FF&E without an adjustment of rent and an obligation by the Concessionaire to maintain and repair such FF&E, which will be set forth in a written amendment to this Agreement.

11. ASSIGNMENT-SUBLEASING. The Lease, or any interest therein, shall not be assigned, or sublet, without the prior written consent of Airport. The approval of any assignment or subletting of the Premises is committed to the sole discretion of Airport and may be arbitrarily withheld.

12. AIRPORT'S ACCESS. Airport shall have access at all times to the Premises for the purpose of inspecting the Premises, making necessary repairs to the Airport Terminal and the Premises, emergencies, and to ensure compliance with this Lease, or any rule, law or requirement of a governmental entity. In the absence of an emergency, Airport shall give reasonable notice to Concessionaire prior to entry upon the Premises for maintenance, repair, additions, or alterations and will in performing such work, endeavor to keep disturbances, inconveniences or interruptions to Concessionaire's business at a minimum, but nothing in this Lease shall be construed as imposing any obligation on the Airport to perform any such work. Airport shall pay no compensation to Concessionaire as a result of any inconvenience, annoyance or damage of any kind arising from the making of repairs to or maintenance or alteration of the Premises.

13. INDEMNIFICATION.

13.1 Concessionaire shall, indemnify and hold Airport harmless from any demands, claims, causes of action, suits or judgments (including attorneys' fees and costs), for injury or damage to persons or property arising on the Premises or the Airport Terminal facility by reason of the negligence, carelessness, or other wrongful conduct of the Concessionaire, its agents, servants, employees, invitees, licensees, or contractors. **The Concessionaire specifically waives any immunity provided by Washington's Industrial Insurance Act. This indemnification covers claims by Airport's own employees.**

13.2 Concessionaire acknowledges that, if Airport elects to provide security guards for the Common Area, Airport does not represent, guarantee or assume responsibility that Concessionaire will be secure from any loss or damage. To induce Airport to provide security guards, if it elects, as Airport deems reasonable, appropriate and economically feasible, Concessionaire agrees Airport shall not be liable for claims caused by a negligent act or omission, whether active or passive, of Airport.

13.3 Concessionaire, as a material part of the consideration to be rendered to Airport, waives all claims against Airport for damages to goods, wares, merchandise and loss of business in, upon or about the Premises and for injury to Concessionaire, its agents, employees, invitees

or their persons in or about the Premises from any cause arising at any time; except for Airport's negligent or wrongful conduct.

14. DEFAULT AND RE-ENTRY. If Concessionaire defaults in any rent payment or other monetary obligation due under the terms of this Lease, and such default is not cured within seven (7) calendar days after written notice from Airport or if the default is other than the payment of rent or other monetary obligation and the default is not cured within twenty (20) calendar days after written notice from Airport, Airport may terminate this Lease. In addition, Lesser may re-enter the Premises; (with or without termination of this Agreement) and re-let the whole or any part of the Premises upon such terms and conditions as the Airport deems appropriate for the balance of the Agreement term.

14.1 Notwithstanding any re-entry, the liability of the Concessionaire for the full amounts payable by the Concessionaire under this Agreement shall not be extinguished for the balance of the Agreement. Concessionaire shall make good to Airport any deficiency arising from a re-letting of the Premises at a lesser rental or on different economic terms, plus the reasonable costs and expenses of re-letting the Premises, including but not limited to, commissions, advertising, attorney's fees and the costs of renovating or altering the Premises. The ability of the Airport to re-enter and re-let shall not impose upon the Airport the obligation to do so.

14.2 Each of the following events is a default by Concessionaire and a breach of this Agreement:

14.2.1 Any failure by Concessionaire to make any payment required to be made on or before the time the payment is due;

14.2.2 The abandonment or vacation of the Premises by the Concessionaire;

14.2.3 A failure to observe and perform any provision of this Agreement which is to be observed and performed by the Concessionaire;

14.2.4 The appointment of a receiver to take possession of all or substantially all the assets of the Concessionaire, a general assignment by Concessionaire for the benefit of creditors; or any action taken or suffered by Concessionaire under any insolvency or bankruptcy act. If Concessionaire becomes insolvent, bankrupt, or if a receiver, assignee, or other liquidating officer is appointed for the Concessionaire's business, Airport may immediately cancel this Agreement.

15. REMEDIES CUMULATIVE. The specified remedies described under this Agreement are cumulative and are not intended to be exclusive of any other remedies to which a party may be entitled in case of any breach or threatened breach by Concessionaire or Airport, as the case may be, of any provision of this Agreement. In addition to the other remedies provided in this Agreement, Airport and Concessionaire shall be entitled to the restraint by injunction of the

violation, or attempted or threatened violation, of any of the covenants, conditions, or provisions of this Agreement.

A party's election of one or more remedies shall not constitute an election of remedies to the exclusion of any other remedies.

16. NOTICE. Any notice by the parties relating to the Premises, the Airport Terminal or to the occupancy thereof, shall be deemed duly served, if personally delivered or if mailed by registered or certified mail, return receipt requested, postage prepaid, at:

To Concessionaire:

To Airport:
Executive Director
Pullman Moscow Regional Airport
3625 NE Airport Dr.
Pullman, WA 99163

17. SURRENDER.

17.1 Trade Fixtures. Concessionaire shall, at the termination of this Agreement, remove all Concessionaire's equipment, inventory, personal property, trade fixtures, and the like from the Premises and the Airport Terminal, repair any damage caused by such removal and shall deliver to Airport the Premises and all Improvements thereto, in the same condition they were at the commencement of the term, or as they were added pursuant to this Agreement during the term of this Agreement, reasonable wear and tear excepted. In the event of Concessionaire's failure to remove any of Concessionaire's equipment, inventory, personal property, trade fixtures and the like at Concessionaire's expense within ten (10) days after expiration or termination hereof, Airport may retain the same under Airport's control, or sell at private or public sale, without notice, any or all of such property and retain the net proceeds of such sale, or destroy such property.

17.2 Improvements. Except for trade fixtures, all Improvements shall become the property of Airport upon termination of this Agreement. For the purpose of this Agreement, Improvements shall be defined as construction materials, fixtures and other property of the type normally considered permanent additions to real property, such as, but not limited to: counters, shelves affixed to walls, restaurant booths attached to the floor, doors, windows, and the like.

18. HOLDOVER

18.1 If Concessionaire, with the implied or expressed consent of Airport, shall holdover after the expiration of the term of this Agreement, Concessionaire shall remain bound by all this Agreement's covenants and agreements, except that the tenancy shall be from month to month, and the monthly base rent shall be increased by fifteen percent (15%) over the amount otherwise payable as rent, unless Airport otherwise agrees in writing.

18.2 If Concessionaire should holdover beyond the expiration of this Agreement term, or the renewal thereof, having first received thirty (30) days prior written notice by Airport to vacate the premises, Concessionaire shall pay as liquidated damages a sum equal to triple the Rent amount otherwise due and payable as Rent. This paragraph shall not affect any of Airport's rights to terminate this Agreement and declare a forfeiture or to otherwise take possession of the Premises.

19. **SIGNS.** Concessionaire shall not place any sign advertising a good or service other than goods or services which are offered by Concessionaire pursuant to Concessionaire's principal business in or on the Premises without Airport's prior written consent. All signs must receive approval of Airport before being installed or placed in or on the Premises or elsewhere in the Airport Terminal.

20. **NON-WAIVER OF COVENANTS.** Airport's failure to insist upon the strict performance of any provision of this Agreement shall not be construed as depriving Airport of the right to insist on strict performance of such provision in the future.

21. **INSURANCE.** Concessionaire shall be responsible for obtaining at its sole cost and expense insurance for its personal property and fixtures. In addition, Concessionaire shall provide liability insurance at its sole cost and expense, against claims for personal injury and property damage under a policy of general liability insurance, with limits of \$1,000,000 single limit or its equivalent for bodily injury, and \$1,000,000 for property damage for matters occurring as a result of Concessionaire's occupancy of the Premises and use of the Common Areas. Such policy shall name the Airport as additional insured. Prior to occupancy, Concessionaire shall furnish Airport with a certificate evidencing the insurance coverage required herein. The aforementioned minimum limits of coverage shall in no event limit the liability of the Concessionaire. No policy of Concessionaire's insurance shall be cancelable or subject to reduction of coverage or other modification except after thirty (30) days prior written notice to Airport by insurer. The insurance shall be issued by carriers acceptable to the Airport.

Notwithstanding the foregoing limits, the Airport reserves the right to increase or change the insurance and policy limits required herein, consistent with the Airport's policy as implemented from time to time, and upon 90 days' written notice to the Concessionaire. In the event of such increase or change, the Concessionaire will have 90 days to provide the Airport with proof of compliance with such increased or changed insurance and policy limits.

22. **GOVERNING LAW AND VENUE.** This Agreement and the rights and obligations of the parties shall be governed by, and construed and interpreted in accordance with, the laws of the State of Washington and venue shall be Whitman County, Washington.

23. **ENTIRE AGREEMENT.** This Agreement represents the entire Agreement between the Parties and supersedes all other agreements and representations made prior hereto. No

amendment hereof shall be binding on either party unless and until approved in writing by both Parties.

24. COST AND ATTORNEYS' FEES. If either party utilizes the services of an attorney to enforce any of the terms of this agreement, such enforcing party shall be entitled to compensation for its reasonable attorneys' fees and costs. If there is litigation regarding any of the terms of this agreement, the substantially prevailing party shall be entitled, in addition to other relief, to such reasonable attorneys' fees and costs as determined by the court.

25. TIME. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

26. INTERPRETATION. This Agreement has been submitted to the scrutiny of all parties and their counsel, if desired. It shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any party or its counsel.

IN WITNESS WHEREOF, the parties have executed this Agreement on _____, 2024.

AIRPORT:
Pullman Moscow Regional
Airport Board

CONCESSIONAIRE:

BY: _____
Francis Benjamin, Chair

BY: _____
ITS: _____

**EXHIBIT "B" TO
AIRPORT FOOD AND BEVERAGE CONCESSION AGREEMENT
(Depiction of Premises)**

**EXHIBIT "C" TO
AIRPORT FOOD AND BEVERAGE CONCESSION AGREEMENT
(FF&E)**

EQUIPMENT SCHEDULE							
ITEM NO	SOURCE	QTY	UNIT	DESCRIPTION	MANUFACTURER	MODEL	REMARKS
1	KEC	1	EA	SELF-SERVICE REFRIGERATED MERCHANDISER	STRUCTURAL CONCEPTS	B3424	
2	KEC	1	EA	DRAINBOARD	GLASTENDER	DBC-12	
3	KEC	1	EA	ICE BIN	GLASTENDER	IBA-18	
4	KEC	1	EA	BOTTLE STORAGE UNIT	GLASTENDER	LDA-18S	
5	KEC	1	EA	UNDERBAR SINK UNITS	GLASTENDER	FS12	
6	KEC	1	EA	CORNER ANGLE FILLER	GLASTENDER	IFC-24/24	
7	KEC	1	EA	GLASSWASHER, UNDERCOUNTER / UNDERBAR	GLASTENDER	GT-18	
8	KEC	1	EA	DRAINBOARD	GLASTENDER	DBC-12	
9	KEC	1	EA	UNDERBAR DRY WASTE CHUTE	GLASTENDER INC.	DWB-15L	
13	KEC	1	EA	BACK BAR CABINET, REFRIGERATED	GLASTENDER	C1FB52	
16-23		1		NOT USED	NOT USED	NOT USED	
24	KEC	1	EA	BEVERAGE COUNTER	EAGLE GROUP	BEV3072SEM-10BS/R	
25	KEC	1	LOT	SHELVING, WALL MOUNTED	EAGLE GROUP		SEE SPECIFICATIONS
29	KEC	1	EA	ICE MAKER WITH BIN, CUBE-STYLE	MANITOWOC	UDF0240A	
30		1		NOT USED	NOT USED	NOT USED	
31	KEC	1	EA	MICROWAVE OVEN	ACP	RCS10TS	
32	KEC	1	LOT	SHELVING, WALL MOUNTED	EAGLE GROUP		SEE SPECIFICATIONS
34	KEC	1	EA	WORK TABLE, CABINET BASE OPEN FRONT	EAGLE GROUP	OB2460SE-BS	
35	KEC	1	EA	24" DOUBLE OVERSHELF W/ 24" CAP SHELF	EAGLE GROUP	FABRICATED	
36	KEC	1	EA	HEAT LAMP	HATCO	GRAL-42D3	
37	KEC	1	EA	MEGA TOP SANDWICH / SALAD PREPARATION REFRIGERATOR	TRUE	TSSU-60-24M-B-ST-ADA- HC	
38	KEC	1	EA	REACH-IN FREEZER	TRUE	T-23F-HC	
39	KEC	1	EA	BUMPER	FABRICATED	STAINLESS BUMPER	
40		1		NOT USED	NOT USED	NOT USED	
41	KEC	1	EA	GAS FLOOR FRYER	FRYMASTER	GF14	
42	KEC	1	EA	GRIDDLE, GAS, COUNTERTOP	SOUTHBEND	HDG-36	
43	KEC	1	EA	CHEF BASE	TRUE	TRCB-36	
44	KEC	1	EA	RANGE, 24", 4 OPEN BURNERS	SOUTHBEND	4241E	
45	KEC	1	LOT	TYPE 1 EXHAUST SYSTEM WITH FIRE SUPPRESSION			
46	KEC	1	LOT	WALL CLADDING	FABRICATED	STAINLESS STEEL - FULL HEIGHT	
47	KEC	1	LOT	GAS LINE COVER	FABRICATED	HORIZONTAL	
48	KEC	1	EA	HAND SINK	EAGLE GROUP	HSA-10	
49	KEC	1	LOT	SHELVING, WALL MOUNTED	EAGLE GROUP		SEE SPECIFICATIONS
50		1		NOT USED	NOT USED	NOT USED	
52	KEC	1	EA	WORK TABLE, S/S TOP, WITH SINK	EAGLE GROUP	T3060SE-BS	
53	KEC	1	EA	BREAD DISPLAY	NEW AGE	50704	
54	KEC	1	EA	REACH-IN REFRIGERATOR	TRUE	T-49-HC	
55	KEC	1	LOT	SHELVING	METRO		SEE SPECIFICATIONS
56	KEC	1	LOT	WALL CLADDING	FABRICATED	STAINLESS STEEL - FULL HEIGHT	
57	KEC	1	EA	THREE (3) COMPARTMENT SINK	EAGLE GROUP	FN2860-3-24-14/3	
58	KEC	1	LOT	SHELVING, WALL MOUNTED	EAGLE GROUP		SEE SPECIFICATIONS
59	KEC	1	EA	POT RACK	EAGLE GROUP	WM72PR	

60	KEC	1	EA	DISHWASHER, UNDERCOUNTER	HOBART	LXEH-2	
61	KEC	1	LOT	SHELVING	METRO		SEE SPECIFICATIONS
62	KEC	1	EA	MOP SINK	FIAT	TSB-200	
63	KEC	1	EA	MOP BROOM HOLDER	EAGLE GROUP	US0824-16/3	
64	KEC	1	EA	BUSSING UTILITY TRANSPORT CART, METAL	LAKESIDE	511	
67	KEC	1	EA	UNDERCOUNTER REFRIGERATOR	TRUE	TUC-27D-2-ADA-HC-SP EC3	
69	KEC	1	EA	DROP-IN SINK	EAGLE GROUP	SR10-14-5-1	
70		1		NOT USED	NOT USED	NOT USED	
71	KEC	1	EA	DROP-IN SINK	EAGLE GROUP	SR10-14-9.5-1	
74	KEC	1	EA	KNOCK BOX	KROME	C884	
76	KEC	1	EA	UNDERCOUNTER REFRIGERATOR	TRUE	TUC-24-HC-SPEC3	
77	KEC	1	EA	DISPLAY CASE, NON-REFRIGERATED COUNTERTOP	ANTUNES	DC-27L (9500701)	
78	KEC	1	EA	SELF-SERVICE REFRIGERATED MERCHANDISER	STRUCTURAL CONCEPTS	B3424	
79-100		1		NOT USED	NOT USED	NOT USED	
101	KEC	1	LOT	SHELVING	METRO		SEE SPECIFICATIONS
102	KEC	1	EA	REACH-IN FREEZER	TRUE	T-49F-HC	
103	KEC	1	EA	REACH-IN REFRIGERATOR	TRUE	T-49-HC	
104	KEC	1	LOT	SHELVING	METRO		SEE SPECIFICATIONS

**EXHIBIT "D" TO
AIRPORT FOOD AND BEVERAGE CONCESSION RFP 2024
(Current Airline Schedule)**

Airline Schedule	Pullman Moscow Regl. Airport	NOTICE DATE: 2/7/2024
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Arrival	ALASKA/HORIZON				Departure	1-800-252-7522			
Flt No	Time		From		Flt No	Time		Dest	
					2067	500	am	SEA	DAILY
2053	1126	am	SEA	DAILY	2053	1206	pm	SEA	DAILY
2024	228	pm	BOI	X/TU/WE D/SAT	2024	310	pm	SEA	X/TU/WED/ SAT
2109	618	pm	SEA	X/TU/WE D/SAT	2109	659	pm	SEA	X/TU/WE D/SAT
2364	1148	pm	SEA	DAILY					

**Dates/times subject to change - please see alaskaair.com for most up to date schedule.*

**EXHIBIT “E” TO
AIRPORT FOOD, BEVERAGE AND CONCESSION RFP
FEDERAL CLAUSES**

GENERAL CIVIL RIGHTS PROVISIONS

The (tenant/concessionaire/lessee) agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the (tenant/concessionaire/lessee) transfers its obligation to another, the transferee is obligated in the same manner as the (tenant/concessionaire/lessor). This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Title VI Solicitation Notice:

The **Pullman Moscow Regional Airport Board**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Compliance with Nondiscrimination Requirements:

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 Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
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 Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

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 sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to
 - a. Withholding payments to the 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 sponsor or the Federal Aviation Administration 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 sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
 - a. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.
 - b. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, Pullman Moscow Regional Airport Board will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter

and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

- c. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, Pullman Moscow Regional Airport Board will there upon revert to and vest in and become the absolute property of Pullman Moscow Regional Airport Board) and its assigns.*

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 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 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub- recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 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 nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- 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 USC 1681 et seq).