

AIRPORT RESTAURANT AGREEMENT

between

The City of Columbia, Missouri

and

Blue Ribbon Vending, L.L.C.

This Agreement (hereinafter “Agreement”), by and between the City of Columbia, Missouri, a municipal corporation (hereinafter called “City,” “Owner,” or “Sponsor”) and Blue Ribbon Vending, L.L.C. dba Jackson Brothers of the North, a limited liability company organized in the State of Missouri and with the authority to transact business within the State of Missouri (hereinafter called “Contractor” or “Concessionaire”), is made and entered into on the date of the last signatory noted below (hereinafter “Effective Date”). City and Concessionaire are each individually referred to herein as a “Party” and collectively as the “Parties”.

WITNESSETH

In consideration of the mutual covenants, agreements and promises herein contained, the Parties hereto agree as follows.

1. PROVISION OF SPACE AND SERVICES.

- a. **Premises.** City leases to Concessionaire and Concessionaire agrees to lease parts of Columbia Regional Airport Terminal building known as the restaurant areas, kitchen, and restaurant storage facilities consisting of the following elements as depicted in **Exhibit C** and **Exhibit D**, attached hereto.

i. Total Square Footage

1. Market area (Phase 1)	615 sq ft
2. Restaurant service and counter areas (Phase 2):	570 sq ft
3. Kitchen (Phase 2)	683 sq ft
4. Pico Market Coolers on Landside Concession Area (Phase 1)	6.5 sq ft
5. Total Area Leased	1,874.5 sq ft

ii. Concessionaire agrees to pay:

1. Market Area (Phase 1): For the leased area shown in Exhibit C, Concessionaire will pay Nine thousand two hundred and twenty five (\$9225.00) annually, rent to be paid in monthly installments in the amount

of seven hundred sixty eight dollars and seventy five cents (\$768.75) per month. Rent shall be prorated for the month and will begin on the opening day of the market. Concessionaire shall pay the City by the fifteenth (15th) of each month.

2. Restaurant Area (Phase 2): For the leased area shown in Exhibit D, Concessionaire will pay Fifteen thousand thirty six dollars (\$15,036) annually, rent to be paid in monthly installments of one thousand two hundred and fifty three dollars (\$1253) per month. Rent shall be prorated for the first month and will begin on the opening day of the short order grille. Concessionaire shall pay the City by the fifteenth (15th) of each month.
3. Pico Markets (Phase 1): For the leased area shown in Exhibit C, Concessionaire will pay Fifty-two dollars (\$52.00) annually paid in monthly installments of four dollars and thirty three cents (\$4.33) per month. Concessionaire shall pay the City by the fifteenth (15th) of each month.
4. Rate for rents may be increased effective January 1st of each year. Notice of the amount of any increase shall be mailed or hand-delivered by the City to Lessee to the address listed in Section M at least 30 days in advance of the increase being effective. The City's failure to provide notice 30 days prior to January 1 shall not prevent the City from increasing rates of rent, fees and charges, but shall cause a delay in the effective date of any increases until the first day of the month following the thirty-day notice period.
5. Adjustments shall be equal to the percent increase in the Consumer Price Index (C.P.I.) for All Urban Consumers (all items) for the 12 month period ending on June 30th of each year, not to exceed 5% of the payment for the preceding year.

- b. **Market Operation.** Concessionaire agrees to operate the premises as a "JWO Market" (deemed Phase 1) continually during the hours set out hereafter.
 - i. Facilities must be open 365 days a year with operating hours and staffing levels that support passenger activity at the Airport.
 - ii. The hours shall begin each day at least one hour before the first scheduled departure, and end when the last flight of the day departs.

1. Any periods of closure between the first and last flights of the day must have prior written approval by the Airport Manager.
- iii. 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.).
- iv. City reserves the right to request changes in the hours of operation to ensure that services are available to the public. City's request for a change in the hours of operation shall not be unreasonably declined by Concessionaire.
- c. **Restaurant Operation.** Concessionaire recognizes that the City desires to have a Hot Food Eatery. Concessionaire will offer a limited hot food menu as soon as City completes construction of the kitchen area. Hours and levels of service shall be determined by demand and profitability of the operation.
- d. **City Obligations.** City will provide the following prior to each Phase Opening.
 - i. Phase 1: JWO Market
 1. Drop Ceiling at least 10 feet high throughout the entire leased space (2x2 preferred): Phase 1, Phase 2, and Kitchen.
 2. Floors stained and finished in the "Airside" Concession area.
 3. All electrical work complete in Phase 1 area
 4. All Plumbing work complete in Phase 1 area
 5. Temporary wall added between Phase 1 and Phase 2 area.
 6. Doorway providing access between Phase 1 and Kitchen area
 7. Secured doorway between "Landside" and Kitchen area.
 8. AC Vents and Return Air vents.
 9. Office area immediately behind the hot drink section 10x10. This area will be required to house hardware for the market and must be climate controlled.
 10. Use of all equipment offered in original RFP
 11. Concessionaire will work with the City to complete Kitchen
 - ii. Phase 2: Area which contains remaining airside square footage and kitchen area.
 1. All permanent infrastructure provided by City
 2. All electrical work complete
 3. All Plumbing work complete

4. Finished floor to include a slip-resistant surface
5. Overhead Vent System for Grill
6. Kitchen walls finished with wipe clean surfaces.
7. Roll up security gates installed between leased premises and secured seating.

e. **Concessionaire Obligations.** Concessionaire will provide service in two phases.

- i. Concessionaire will work with Amazon (or similar platform) to install Just Walk Out (“JWO”) Technology to provide services guaranteed in Phase One.
- ii. Concessionaire will provide all fixtures.
- iii. Concessionaire will build or pay for work which is not permanent infrastructure including “Pony Wall” as described in final BAFO drawing and color coded “Blue.”

f. **Deliveries.** Concessionaire must schedule its deliveries and restocking so that they do not conflict with peak traffic times nor interrupt Airport operations. Concessionaire must develop its logistics programs within the parameters of Airport and security regulations while maintaining sufficient inventory at its Leased Premises. All delivery vehicles shall arrive at Gate 9 and be escorted to the south terminal building entrance and then returned to Gate 9 for exiting or as directed by Airport Manager.

g. **Prohibited Uses.** Concessionaire shall not conduct operations in or on the Leased Premises in a manner that in the judgment of the City:

- i. Adversely and materially interferes or would be likely to interfere with the reasonable use by others of common facilities at the Airport;
- ii. Hinders or would be likely to hinder police, firefighting or other emergency personnel in the discharge of their duties;
- iii. Would or would be likely to constitute a hazardous condition at the Airport;
- iv. Would or would be likely to increase the premiums for insurance policies maintained by the City, unless such operations are not otherwise prohibited hereunder and Concessionaire pays the increase in insurance premiums occasioned by such operations, or
- v. Would involve any illegal purposes.

h. **Interference with Airport Building Systems.** Concessionaire shall not do or permit anything to be done that may interfere with the effectiveness of utility heating, ventilating or air conditioning systems or portions thereof on or adjoining the Leased Premises,

including lines, pipes, wires, conduits, and equipment connected with or appurtenant thereto.

- i. **Prohibition Against Vending Machines.** Concessionaire, being a Vending Operation first, will actively work with the Airport Manager to provide vending machines where needed, and only where deemed necessary.
- j. **Exclusive Food & Beverage Provider.** Concessionaire shall be the exclusive provider of “Food & Beverage” items for a period of three (3) years starting on the Effective Date of this Agreement. Concessionaire, with approval of the Airport Manager, may subcontract other vendors to provide “foods & beverages.” However, the concessionaire will have controlling authority on all “food & beverage items” sold within the terminal during the exclusive provider three year period mentioned above.
- k. **Signs.** For purposes of this section, “signs” shall include identification signs, company logos, advertising or promotions, photographs, art displays, and the like.
 - i. **Right to Install.** Concessionaire shall have the right to install and operate upon or in the Leased Premises and, at Concessionaire’s sole cost and expense, signs containing its name and representing its business. Concessionaire acknowledges the City’s desire to maintain a high level of aesthetic quality in the Airport’s airline terminal building. Therefore, Concessionaire covenants and agrees that, in the exercise of its privilege to install and maintain appropriate signs on the Leased Premises, it will submit to the City the size, design, content, and intended location of each sign and every sign it proposes to install on or within the Leased Premises, and that no signs of any type shall be installed on or within the Leased Premises without the specific prior written approval of the City as to the size, design, content, and location. Handwritten or hand-lettered signs are prohibited. Notwithstanding any prior written approval, upon written notice from the Airport Manager at any time during the Term, Concessionaire shall install, remove or modify any signs as the Airport Manager deems necessary for identification or information to the public, passengers or other Airport users. Failure to require removal of any sign placed on or about the Leased Premises without written permission shall not limit the City’s prerogative to require removal of any unapproved sign.
 - ii. **Signs and Fixtures Outside Premises.** Concessionaire shall not place or install any racks, stands, trade fixtures, pedestal signs or other displays of products outside

the boundaries of the Leased Premises without the express prior written approval of the Airport Manager.

- iii. **Removal of Signs.** Upon termination of this Agreement, Concessionaire shall, if requested by the Airport Manager, remove any and all identification signs and similar devices placed by Concessionaire on or in the Leased Premises. In the event of the failure on the part by Concessionaire to diligently remove each and every sign as requested by the Airport Manager, the Airport Manager may perform such work and, upon demand, Concessionaire shall pay the cost thereof to the City.

2. TERM AND TERMINATION

- a. **Term.** The initial term of this agreement is five (5) years and shall commence within sixty (60) days of issuance of written notice to proceed by the City upon the completion of obligations described in Section 1 (d) I of this agreement. Additional renewal extensions will be negotiated between Airport Manager and Concessionaire.
 - i. An additional two (2), two (2) year extension options will be available at the expiration of each term.
 - ii. Renewal extensions will be negotiated at least 120 days prior to the expiration of the current lease.
- b. **Termination for Default.** Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach. The terminating party must provide the breaching party [30] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.
 - 1. **Termination by City:** The City may terminate this Agreement in whole or in part, in the following event :
 - a. The material breach by Concessionaire of any of the covenants or agreements herein contained and the failure of Concessionaire to remedy such breach as hereinafter provided. In this regard it is understood that nonpayment of fees or charges hereunder is a material breach. In the event of such material breach, City shall give to Concessionaire notice in writing to correct such breach and if such breach shall continue for thirty (30) days

after the receipt of such notice by Concessionaire, City may thereafter terminate this Agreement without forfeiture, waiver or release of the City's rights to any sum of money due or to become due under the provisions of this Agreement.

- b. Upon receipt of the notice of termination, the Concessionaire must immediately discontinue all services affected unless the notice directs otherwise. City agrees to make just and equitable compensation to the Concessionaire for satisfactory work completed up through the date the Concessionaire receives the termination notice. Compensation will not include anticipated profit on non-performed services. City further agrees to hold Concessionaire harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause. If, after finalization of the termination action, the City determines the Concessionaire was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the City issued the termination for the convenience of the City.

2. **Termination by Concessionaire:** The Concessionaire may terminate this Agreement in whole or in part, if:

- a. There is a material breach by the City in the performance of any covenant or agreement herein required to be performed by the City and the City fails to remedy such breach for a period of sixty (60) days after receipt from Concessionaire of written notice to remedy the same.
- b. Concessionaire to unable to use the Airport for a period of longer than ninety (90) days because of the issuance of any order, rule or regulation by any competent governmental authority or court having jurisdiction over Concessionaire or the City that prevents Concessionaire from operating its business; provided, however, that such inability or such order, rule or regulation is not due to any fault of Concessionaire;
- c. Upon receipt of a notice of termination from the Concessionaire, City agrees to cooperate with Concessionaire for the purpose of terminating the Agreement or portion thereof, by mutual consent. If City and Concessionaire cannot reach mutual agreement on the termination

settlement, the Concessionaire may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the City's breach of the contract. In the event of termination due to City breach, the Concessionaire is entitled to invoice City and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Concessionaire through the effective date of termination action. City agrees to hold Concessionaire harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

- c. **Termination for Convenience.** The City may, by written notice to the Concessionaire, terminate this Agreement for its convenience and without cause or default on the part of Concessionaire. Upon receipt of the notice of termination, except as explicitly directed by the City, the Concessionaire must immediately discontinue all services affected. City agrees to make just and equitable compensation to the Concessionaire for satisfactory work completed up through the date the Concessionaire receives the termination notice. Compensation will not include anticipated profit on non-performed services. City further agrees to hold Concessionaire harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

3. CONCESSIONAIRE'S OBLIGATIONS

- a. **CONCESSIONAIRE'S INSURANCE RESPONSIBILITY** Concessionaire shall maintain, on a primary basis and at its sole expense, at all times during the term of this Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by Concessionaire is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Concessionaire under this Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A-IX.
 - i. Workers' Compensation & Employers Liability. Concessionaire shall maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 for each accident, \$500,000 for each disease for each employee, and \$500,000 disease policy limit.

- ii. Commercial General Liability. Concessionaire shall maintain Commercial General Liability at a limit of not less than \$1,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
- iii. Business Auto Liability. Concessionaire shall maintain Business Automobile Liability at a limit of not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Concessionaire does not own automobiles, Concessionaire agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- iv. Liquor Liability: Concessionaire shall maintain Liquor Liability insurance covering bodily injury and property damage in the amount of \$1,000,000 Each Occurrence, \$3,000,000 Annual Aggregate insuring against loss, damage, suits, claims, costs, and expenses by reason of the storage, sale, distribution, use or giving away of alcoholic beverages in, from, on or about the Leased Premises, whether such liability arises under any present or future law, statute, or ordinance of the State or any other governmental authority relating to the sale or other disposition of fermented alcoholic or other intoxicating liquors in, from, on or about the Leased Premises.
- v. Concessionaire may satisfy the liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Concessionaire agrees to endorse City as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- vi. The City of Columbia, its elected officials and employees are to be Additional Insured with respect to the Project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of the Agreement

between the Concessionaire and City. Concessionaire is required to maintain coverages as stated and required to notify City of a Carrier Change or cancellation within two (2) business days. City reserves the right to request a copy of the policy or a certificate of compliance.

- vii. Concessionaire agrees by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Concessionaire to enter into an pre-loss agreement to waive subrogation without an endorsement, then Concessionaire agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Concessionaire enter into such an agreement on a pre-loss basis.
- viii. The Parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to City, or its elected officials or employees.
- ix. City reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages, and endorsements based on insurance market conditions affecting the availability or affordability of coverage; changes in the scope of work/specifications affecting the applicability of coverage. Additionally, City reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due of its poor financial condition or failure to operate legally.
- x. Failure to maintain the required insurance in force may be cause for termination of this Agreement. In the event Concessionaire fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractor, City shall have the right to cancel and terminate this Agreement without notice.
- xi. The insurance required by the provisions of this article is required in the public interest and City does not assume any liability for acts of Concessionaire and/or their employees and/or their subcontractor in the performance of this Agreement.

- b. Concessionaire will obtain and maintain the required food service establishment's licenses and permits and comply with all applicable laws related to the operation of a concession at an airport.
- c. Concessionaire will operate seven days per week, including holidays and peak travel periods, at times of the day that are consistent with scheduled incoming and outgoing flights and public demand. As a minimum, service shall be provide one hour prior to the first flight departure in the morning until one hour after the last departure of the day.
- d. Any reduction in the minimum hours or days of operation by Concessionaire shall be prohibited without the prior written approval of the City.
- e. Concessionaire must accept cash, and all major credit and debit cards. Concessionaire must accept American Express, Mastercard, Visa, and Discover.
- f. Concessionaire is responsible for any costs associated with high speed internet or entertainment costs.
- g. The Concessionaire shall be responsible for phone, sewer, and trash costs.
- h. The Concessionaire shall be responsible for the cost of gas, electric and water service usages as metered.
- i. Concessionaire will provide all fixtures, furnishings, and equipment necessary for management, staffing and operation of its concession.
- j. The Concessionaire shall provide all interior building maintenance and custodial services for the concession space, unless otherwise detailed in the proposal or Agreement.
- k. The Concessionaire shall be responsible for complying with all TSA requirements.
- l. **BADGE REQUIREMENT:**
 - i. Concessionaire's employees who need access to the Airport's secure area will be required to attend Security Identification Display Area (SIDA) training, submit to criminal history records checks, and be approved by the Airport Manager, in his or her sole discretion, to obtain an airport identification/access badge ("Airport Badge"). All such Personnel will be required to strictly adhere to all applicable security requirements of the FAA, TSA, and the City of Columbia Regional Airport
 - ii. Failure to strictly adhere to any applicable security requirement may subject Concessionaire's employees to temporary or permanent revocation of the Airport Badge, even on first offense. Concessionaire understands these requirements and agrees to advise its employees of this provision and of all

FAA, TSA, and City of Columbia Regional Airport's security rules and regulations. Concessionaire further understands and agrees that none of its employees, officers, agents, or subcontractors' employees, officers and agents shall be allowed in the Airport's secure area at any time for any purpose, unless a satisfactory background investigation has been completed on such individual. Otherwise, such individual is to be, at all times, either escorted or under the supervision and surveillance of a person whose background has been satisfactorily investigated, provided the person responsible for escort is properly escorting said individual. Additionally, Concessionaire understands and agrees that the City shall have no liability whatsoever to Concessionaire or its employees for the denial or revocation of an Airport Badge.

- iii. Upon completion of the employment of any employee or termination of this Agreement, Concessionaire agrees to use its best efforts to ensure that all security items and Airport Badges are returned to the Airport Manager.
- m. Customer Complaints. Concessionaire shall be required to respond to any complaints in writing within ten (10) days of receipt, with a good faith effort to explain, resolve or rectify the corresponding problem. Concessionaire shall provide the Airport Manager with a copy of any complaint received the same day it is received by the Concessionaire and shall provide the Airport with a copy of the written response the same day it is sent. Complaints received by the Airport Manager shall be forwarded to the Concessionaire, who shall respond utilizing the above procedure.
- n. Subordination to FAA Requirements. This Concession Lease and all provisions hereof are subject and subordinate to the terms and conditions of any existing or future agreement entered into between City and the United States of America for the improvement or operation and maintenance of Airport, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to City for Airport purposes, or the expenditure of federal funds for the improvements or development of Airport; this Concession Lease will be subject to any ordinances, rules or regulations which have been, or may hereafter be adopted pertaining to Airport.

4. FEDERAL LEGAL TERMS AND CONDITIONS

- a. **Acknowledgement.** Concessionaire acknowledges state and/or federal grant funds are being used for this Project. Concessionaire agrees to familiarize itself and comply with all conditions and requirements for utilization of such grant funds, including but not limited to those set forth in the Agreement.

- b. **Access to Records and Reports.** The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.
- c. **Breach of Contract Terms.** Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

- d. **General Civil Rights Provisions.** The Concessionaire agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Concessionaire transfers its obligation to another, the transferee is obligated in the same manner as the City.

This provision obligates the Concessionaire for the period during which the property is owned, used or possessed by the Concessionaire and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

- e. **Title VI Clauses for 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:
- i. **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.
 - ii. **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.
 - iii. **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.
 - iv. **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.
 - v. **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:

1. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 2. Cancelling, terminating, or suspending a contract, in whole or in part.
- vi. **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.

f. **Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.**

- i. The lessee for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and 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 lessee will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.
- ii. With respect to leases, in the event of breach of any of the above nondiscrimination covenants, City of Columbia will have the right to terminate the lease and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

- g. **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:
- i. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
 - ii. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
 - iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - iv. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 - v. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
 - vi. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
 - vii. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
 - viii. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- ix. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - x. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - xi. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 - xii. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).
- h. **Clean Air and Water Pollution Control.** Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.
- i. **Disadvantaged Business Enterprise (DBE) Requirements**
- i. DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is ____% of the total Agreement dollar value (ACDBE goal to be established in compliance with FAA regulations).
 - ii. Eligibility of DBE's: Only those firms currently certified as DBE's by MoDOT, City of St. Louis/Lambert Airport Authority, Metro, City of Kansas City, and Kansas City Area Transportation Authority are eligible to participate as DBEs on this contract. A list of these firms is available on MoDOT's Office of

External Civil Rights webpage at the following address under the MRCC DBE Directory:

http://www.modot.org/business/contractor_resources/External_Civil_Rights/DBE_program.htm

iii. Concessionaire's Certification Regarding DBE Participation:

1. The Concessionaire's signature on this Agreement constitutes the execution of all DBE certifications which are a part of this Agreement.
2. Contract Assurance (§ 26.13): The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:
 - a. Withholding monthly progress payments
 - b. Assessing sanctions;
 - c. Liquidated damages; and/or
 - d. Disqualifying the Contractor from future bidding as non-responsible.
3. Policy: It is the policy of the USDOT and the Sponsor that businesses owned by socially and economically disadvantaged individuals (DBEs) as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 CFR Part 26 apply to this Agreement.
4. Obligation of the Concessionaire to DBEs: The Concessionaire agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subcontractor agreement financed in whole or in part with federal funds. In this regard the Concessionaire shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Concessionaire shall not discriminate on the basis of race,

color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subcontractor agreement. The Concessionaire shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted agreements and contracts. Failure by the Concessionaire to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the recipient deems appropriate.

5. Geographic Area for Solicitation of DBEs: The Concessionaire shall seek DBEs in the same geographic area in which the solicitation for other subcontractor is made. If the Concessionaire cannot meet the DBE goal using DBEs from that geographic area, the Concessionaire shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.
6. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:
 - a. Once a firm is determined to be a certified DBE, the total dollar value of the subcontractor agreement awarded to that DBE is counted toward the DBE goal set forth above.
 - b. The Concessionaire may count toward the DBE goal a portion of the total dollar value of a subcontractor agreement with a joint venture eligible under the DBE standards equal to the percentage of the ownership and control of the DBE partner in the joint venture.
 - c. The Concessionaire may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

- d. A Concessionaire may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, Concessionaire, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by the Sponsor to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - e. The Concessionaire is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.
7. Replacement of DBE subcontractor : The Concessionaire shall make good faith efforts to replace a DBE subcontractor who is unable to perform satisfactorily with another DBE subcontractor. Replacement firms must be approved by the Sponsor and MoDOT.
8. Verification of DBE Participation: Prior to the release of the retained percentage by the Sponsor, the Concessionaire shall file a list with the Sponsor showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Concessionaire to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Sponsor for noncompliance with 49 CFR Part 26. If the total DBE participation is less than the goal amount stated by the Sponsor, the Sponsor may sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Concessionaire's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by the Sponsor, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when,

for reasons beyond the control of the Concessionaire, the DBE goal amount is not met.

9. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal established by the Sponsor is stated above in Subsection (i)(i). The Concessionaire must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified in Subsection (i)(iii)(10) below is less than the percentage stated in Subsection (i)(i). Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:
- a. Attended a meeting scheduled by the Sponsor to inform DBEs of contracting or consulting opportunities.
 - b. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.
 - c. Provided written notices to a reasonable number of specific DBEs that their interest in a subcontractor agreement is solicited in sufficient time to allow the DBEs to participate effectively.
 - d. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.
 - e. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subcontractor agreements into economically feasible units to facilitate DBE participation).
 - f. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.
 - g. Negotiated in good faith with interested DBEs, and did not reject DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.
 - h. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Sponsor or by the Concessionaire.

- i. Made effective use of the services of available disadvantageded business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

10. DBE Participation Obtained by Concessionaire: The Concessionaire has obtained DBE participation and agrees to use DBE firms to complete at least ___% of the total services to be performed under this Agreement, by dollar value. All DBE firms which the Concessionaire intends to use, including DBE firm participation above and beyond the goal established in Subsection (i)(i), and the type and dollar value of the services each DBE will perform, is as follows:

(A) DBE NAME AND ADDRESS	(B) TYPE OF DBE SERVICE	(C) DOLLAR VALUE OF DBE SUB- CONTRACT	(D) PERCENT APPLICABLE TO DBE GOAL (100%, 60%)	(E) DOLLAR AMOUNT APPLICABLE TO DBE GOAL (C x D)	(F) PERCENT OF TOTAL CONTRACT (C / TOTAL CONTRACT AMOUNT)
TOTAL DBE PARTICIPATION					%

11. Good Faith Efforts to Obtain DBE Participation: If the Concessionaire's agreed DBE goal amount as specified in Subsection (i)(iii)(10) is less than the Sponsor's DBE goal given in Subsection (i)(i), then the Concessionaire certifies good faith efforts were taken by Concessionaire in an attempt to obtain the level of DBE participation set by the Sponsor in Subsection (i)(i). Documentation of the Concessionaire's good faith efforts is to be

submitted with this Agreement to the Sponsor.

- j. **Distracted Driving.** In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

- k. **Energy Conservation Requirements.** Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201*et seq*).
- l. **Federal Fair Labor Standards Act.** All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

- m. **Trade Restriction Certification.**
 - i. By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –
 - 1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
 - 2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on

the list of countries that discriminate against U.S. firms as published by the USTR; and

3. has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.
- ii. This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.
- iii. The Contractor must provide immediate written notice to the Owner if the Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.
- iv. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:
 1. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
 2. whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
 3. who incorporates in the public works project any product of a foreign country on such USTR list.
- v. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- vi. The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of

countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

- vii. This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

- n. **Occupational Safety and Health Act.** All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

- o. **Tax Delinquency and Felony Conviction** The Applicant certifies that it is not a corporation that:

- i. Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; or
- ii. Was convicted of a criminal violation under any Federal law within the preceding twenty-four (24) months.

- p. **Veteran's Preference:** In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

5. MISCELLANEOUS

- a. **Conflicts.** No salaried officer or employee of City and no member of City Council shall

have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders this Agreement void. Any federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Concessionaire covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this Agreement. Concessionaire further covenants that in the performance of this Agreement no person having such interest shall be employed.

- b. **Assignment.** Concessionaire shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of City thereto. Notice of such assignment or transfer shall be furnished in writing promptly to City. Any such assignment is expressly subject to all rights and remedies of City under this Agreement, including the right to change or delete activities from this Agreement or to terminate the same as provided herein, and no such assignment shall require City to give any notice to any such assignee of any actions which City may take under this Agreement, though City will attempt to so notify any such assignee.
- c. **Compliance with Laws.** Concessionaire agrees to comply with all applicable federal, state, and local laws or rules and regulations applicable to the provision of services hereunder.
- d. **Employment Of Unauthorized Aliens Prohibited.** Concessionaire agrees to comply with Missouri State Statute section 285.530 in that Concessionaire shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this Agreement, Concessionaire shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Concessionaire shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Concessionaire shall require each subcontractor to affirmatively state in its contract with Concessionaire that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Concessionaire shall also require each subcontractor to provide Concessionaire with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.
- e. **General Independent Concessionaire Clause.** This Agreement does not create an

employee/employer relationship between the Parties. It is the Parties' intention that the Concessionaire will be an independent Concessionaire and not City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. Concessionaire will retain sole and absolute discretion in the judgment of the manner and means of carrying out Concessionaire's activities and responsibilities hereunder. Concessionaire agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between Concessionaire and City, and City will not be liable for any obligation incurred by Concessionaire, including but not limited to unpaid minimum wages and/or overtime premiums.

- f. **Hold Harmless Agreement.** To the fullest extent not prohibited by law, Concessionaire shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Concessionaire, of any subcontractor (meaning anyone, including but not limited to Concessionaires having a contract with Concessionaire or a subcontractor for part of the services), of anyone directly or indirectly employed by Concessionaire or by any subcontractor, or of anyone for whose acts Concessionaire or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Concessionaire to indemnify, hold harmless, or defend the City of Columbia from its own actions, inactions, (willful or otherwise), or its own negligence.
- g. **No Waiver of Sovereign Immunity.** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.
- h. **Professional Oversight Indemnification.** Concessionaire understands and agrees that City has contracted with Concessionaire based upon Concessionaire's representations that Concessionaire is a skilled professional and fully able to provide the services set out in this Agreement. In addition to any other indemnification set out in this Agreement,

Concessionaire agrees to defend, indemnify and hold and save harmless City from any and all claims, settlements, and judgments whatsoever arising out of City’s alleged negligence in hiring or failing to properly supervise Concessionaire.

- i. **Professional Responsibility.** Concessionaire shall exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted good professional practices. If Concessionaire fails to meet the foregoing standard, Concessionaire shall perform at its own cost, and without reimbursement from City, the professional services necessary to correct the errors and omissions which are caused by Concessionaire’s failure to comply with above standard, and which are reported to Concessionaire within six months from the completion of Concessionaire’s services.
- j. **Governing Law and Venue.** This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Agreement, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.
- k. **No Third-Party Beneficiary.** No provision of this Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such Person a third-party beneficiary under this Agreement.
- l. **Notices.** Any notice, demand, request, or communication required or authorized by this Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

If to CITY:

Columbia Regional Airport
P.O. Box 6015
Columbia, MO 65205-6015
ATTN: Mike Parks, Airport Manager

If to CONCESSIONAIRE:

With a copy to:

City of Columbia
Economic Development

500 East Walnut, Suite 102
Columbia, MO 65201
Telephone: (573) 441-5542
ATTN: Director of Economic Development

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand or facsimile and on deposit by the sending party if delivered by courier or U.S. mail.

- m. **Public Records Act.** City is subject to the Missouri Sunshine Law. The Parties agree that this Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law as amended and Concessionaire agrees to maintain the confidentiality of information which is not subject to public disclosure under the Sunshine Law.
- n. **Amendment.** No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
- o. **Counterparts and Electronic Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.
- p. **Contract Documents.** The Contract Documents include this Agreement and the following attachments and exhibits which are incorporated herein by reference.

Exhibit:

- A City's Scope of Work (RFP)
- B Concessionaire's Proposal
- C Leased Premises – PhaseOne
- D Leased Premises – Phase Two
- E Insurance Certificate
- F Work Authorization Affidavit

In the event of a conflict between the terms of any of the Contract Documents and the terms of this Agreement, the terms of this Agreement control. In the event of a conflict between the terms of any Contract Documents, the terms of the documents control in the order listed above.

- q. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the Parties relative to the Project herein. All previous or contemporaneous contracts, representations, promises and conditions relating to Concessionaire's services described herein are superseded.

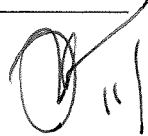
[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have set their hands on the day and year written below.

CITY OF COLUMBIA, MISSOURI

By: _____

De'Carlton Seewood, City Manager

 11/7/23

Date: _____

ATTEST:

By: _____

Sheela Amin, City Clerk

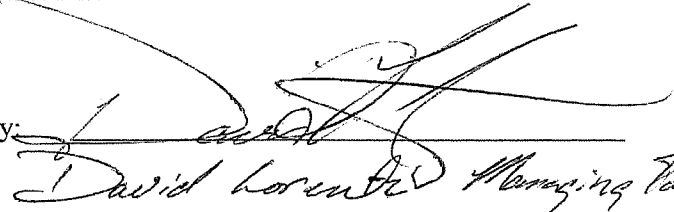
APPROVED AS TO FORM:

By: _____

Nancy Thompson, City Counselor / KMM

CONCESSIONAIRE

By: _____


David Lorenz, Managing Partner

Date: _____

11/7/2023

ATTEST:

By: _____

Name: _____

Exhibit A - RFP 48/2023 – Food and Beverage Concessions at COU



SOLICITATION NO.: Request for Proposal (RFP) 48/2023

BUYER: Cale Turner

PHONE NO.: (573) 874-7375

E-MAIL: cale.turner@como.gov

TITLE: Food and Beverage Concessions at Columbia Regional Airport (COU)

ISSUE DATE: December 23, 2022

RETURN PROPOSAL NO LATER THAN January 20, 2023 AT 5:00 PM CENTRAL TIME (END DATE)

OFFERORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH THE CITY'S E-BIDDING WEBSITE BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)

MAILING INSTRUCTIONS: Print or type **Solicitation Number** and **End Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in the Purchasing Division office (701 E. Broadway, 5th Floor) by the return proposal date and time.

(U.S. Mail)	(Courier Service)
RETURN PROPOSAL TO: CITY OF COLUMBIA PURCHASING	CITY OF COLUMBIA PURCHASING
PO BOX 6015	701 E. BROADWAY, 5th FLOOR
COLUMBIA MO 65205	COLUMBIA MO 65201

ORIGINAL CONTRACT PERIOD: Effective Date of Contract through Ten (10) Years

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

**City of Columbia, Columbia Regional Airport
11300 S. Airport Drive
Columbia, MO 65201**

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein. The offeror further agrees that the language of this RFP shall govern in the event of a conflict with their proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Purchasing Division or when a Contract is signed and issued by an authorized official of the City of Columbia, a binding contract shall exist between the offeror and the City of Columbia.

SIGNATURE REQUIRED

OFFEROR NAME
MAILING ADDRESS
CITY, STATE, ZIP CODE

CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
OFFEROR TAX FILING TYPE WITH IRS (CHECK ONE) <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt	
AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE

1. INTRODUCTION AND GENERAL REQUIREMENTS

INTRODUCTION:

This document constitutes a request for competitive, sealed proposals for the provision of food and beverage concession services for the City of Columbia, Missouri, Columbia Regional Airport (hereinafter referred to as City) as set forth herein.

Organization - This document, referred to as an RFP, is divided into the following parts:

- 1) Introduction and General Information
- 2) Scope of Work and Misc. Contractor Requirements
- 3) Proposal Submission Information
- 4) Exhibits A – G
- 5) Attachment 1 – Design Figures
- 6) Attachment 2 – COU owned Kitchen Equipment Pictures
- 7) Attachment 3 – Sample Contract

Terminology/Definitions: Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any addendum thereto, the definition or meaning described below shall apply.

- Addendum/Amendment means a written, official modification to an RFP.
- Attachment applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- Proposal end date and time and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- Offeror means the supplier, vendor, person, or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- Buyer means the procurement staff member of the Purchasing Division. The contact person as referenced herein is usually the buyer.
- Contract means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- Concessionaire/Contractor means a supplier, offeror, person, concessionaire, or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- Exhibit applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified end date and time.
- Request for Proposal (RFP) means the solicitation document issued by the Purchasing Division to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes all exhibits, attachments, and addendums thereto.
- May means that a certain feature, component, or action is permissible, but not required.
- Must means that a certain feature, component, or action is a mandatory condition.
- Shall have the same meaning as the word must.
- Should means that a certain feature, component and/or action are desirable but not mandatory.

SCHEDULE OF ACTIVITIES:

Date	Tasks
December 23, 2022	RFP issued
January 6, 2023	Tour of Concession Area – 2:00 p.m. CST at COU Terminal
January 9, 2023	Request for additional information deadline.
January 20, 2023	Proposals due at 5:00 p.m. CST
Spring of 2023	Tentative Contract Start Date
The above dates are target dates and may change.	

PROPOSAL SUBMISSION:

Proposals may be submitted in a sealed envelope at the purchasing office **or** uploaded electronically on the City's E-bidding website. No fax or e-mail proposals will be accepted. Sealed proposals must be delivered to the Finance Department, Purchasing Division, 701 E. Broadway, 5th Floor, Columbia, MO 65201 by the closing date and time. Proposals received after the appointed time will be determined non-responsive and will not be opened. The proposal must be in sealed envelopes and marked in bold letters "RFP 48/2023 – FOOD AND BEVERAGE CONCESSIONS AT COU."

PRE-PROPOSAL TOUR OF CONCESSION AREA:

All offerors that would like to submit a proposal shall attend a pre-proposal tour of the concession area to be held at the Columbia Regional Airport, New Terminal Building, 11300 S. Airport Drive, Columbia, MO 65201, January 6, 2023 at 2:00 p.m. CST.

QUESTIONS/CLARIFICATIONS OF THE REQUEST FOR PROPOSAL:

All questions concerning the solicitation and specifications shall be submitted in writing via e-mail to the name below. You are encouraged to submit your questions via e-mail.

Cale Turner, Purchasing Agent
Phone: (573) 874-7375
E-mail: cale.turner@como.gov

Any oral responses to any question shall be unofficial and not binding on the City of Columbia. An Addendum to this RFP providing the City of Columbia's official response will be issued if necessary to all known prospective offerors. Questions must be submitted no later than 5:00 p.m. on January 9, 2023.

VALIDITY OF PROPOSALS:

Offerors agree that proposals will remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.

REJECTION OF PROPOSALS:

The City of Columbia reserves the right to reject any or all proposals received in response to this RFP, or to cancel the RFP if it is in the best interest of the City of Columbia to do so. Failure to furnish all information requested in this RFP may disqualify the proposal. Any exceptions to the requirements specified must be identified in the proposal.

WITHDRAWAL OF PROPOSALS:

Any offeror may withdraw his or her proposal at any time prior to the scheduled closing time for the receipt of proposals. However, no proposal will be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for the receipt of proposals.

ALTERATION OF SOLICITATION:

The wording of the City of Columbia's solicitation may not be changed or altered in any manner. Offerors taking exception to any clause in whole or in part should do so by listing said exceptions on their letterhead and submitting them with their proposal; such exceptions will be evaluated and accepted or rejected by the City of Columbia, whose decision will be final.

RESPONSE MATERIAL OWNERSHIP:

All material submitted regarding this RFP becomes the property of the City of Columbia. Any person may review proposals after the Agreement has been issued, subject to the terms of this solicitation.

INCURRING COSTS:

The City of Columbia shall not be obligated or be liable for any cost incurred by offerors prior to issuance of an Agreement. All costs to prepare and submit a response to this solicitation shall be borne by the offeror.

COLLUSION CLAUSE:

Any agreement or collusion among offerors and prospective offerors to illegally restrain freedom of competition by agreement to fix prices, or otherwise, will render the proposals of such offerors void.

CONTRACT DOCUMENTS:

The final agreement between the City of Columbia and the offeror will include by reference:

- Offeror's Response to the RFP
- The City Issued RFP with any addendums

Any changes, additions or modifications hereto will be in writing and signed by the Purchasing Agent. No other individual is authorized to modify the agreement in any manner.

FUNDS:

Financial obligations of the City of Columbia payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, any resulting Contract will become null and void, without penalty to the City of Columbia.

TERMS AND CONDITIONS/SAMPLE CONTRACT:

The sample contract is attached as Attachment 3. Please review the terms and conditions set forth in the sample contract. Should the offeror take exception to any of the required legal terms and conditions set forth in Attachment 1, the offeror shall specifically include the exceptions in its proposal on vendor letterhead.

2. SCOPE OF SERVICES AND MISCELLANEOUS CONTRACTOR REQUIREMENTS

GENERAL INFORMATION AND OBJECTIVE:

General

Columbia Regional Airport is a non-hub commercial service airport owned and operated by the City of Columbia, Missouri.

The airport is currently served by American Airlines with daily non-stop flights to Dallas/Fort Worth and Chicago O'Hare

The airport is located approximately ten miles southeast of downtown Columbia.

The airport enplaned approximately 132,000 passengers in 2019. Annually, approximately 264,000 passengers travel in and out of Columbia Regional Airport. A new 52,000 square foot terminal facility was completed in October 2022.

The airport is located in Boone County, Missouri and includes a local patronship of more than 1,400 employees from multiple companies including the United States Postal Service, Enterprise rent-a-car, TSA, and a host of other businesses that may be factored into the concessionaire's business plan.

The new terminal includes 2,428 square feet of available space for concessionary features. An enlarged layout of the available concessionary area is shown on Attachment 1 - Figure 3.

The concession delivery routing inside the terminal and concession location are depicted on Attachment 1 - Figure 1. There will be 1,185 square feet available for airside services and 560 square feet for landside services. A shared kitchen area of 683 square feet is available and located between the airside and landside service areas. These areas will be finished by the city in a way that is mutually agreed upon during contract negotiations.

The access route for concession deliveries is depicted on Attachment 1 - Figure 2. All delivery vehicles shall arrive at Gate 9 and be escorted to the south terminal building entrance and then returned to Gate 9 for exiting.

The concessionaire shall be required to coordinate construction of their work area with their chosen contractor. However, this work must comply with TSA security requirements.

The City shall provide vertical access to the roof for the venting of concessionaire provided equipment. All penetrations into the roof (structure) and vertical bracings shall be installed by the City and paid for by the city.

Current Equipment: The City owns various kitchen equipment (from current terminal kitchen) that can be utilized by the potential concessionaire in the new terminal. Attachment 2 includes pictures of such equipment available to the concessionaire at the new terminal. The concessionaire shall understand they shall be responsible for moving, clean up, set up, hook up, etc. of the City owned equipment if they choose to utilize it in performance of the contract. The City owned equipment must remain the property of the City.

Objective

The City desires to engage a Restaurant Operator, Franchise Owners, Pub Owners, or a consortium of operators that shall be qualified, experienced, and capable of managing, promoting, maintaining, and operating pre- and post-security concessions as more fully described herein. During the effective period of the agreement, the concessionaire must have all required licensing and permits to serve food and beverages, including alcohol, in all restaurant/bar facilities and beverages in the pre- and post-security areas. The contractor is encouraged to incorporate a gift shop (including but not limited to books, magazines, clothing) themed accessories within the designated concession area.

The airport's top priority is to engage a concessionaire that shall provide the highest level of personal customer service, to include a deep understanding of the airport customer's needs and preferences, as well as a professional, friendly team of employees on site to meet those needs.

SCOPE OF SERVICES:

The concessionaire shall furnish all the labor, equipment (other than that expressly identified in the Agreement), inventory, supplies, products, and services necessary to operate the food and beverage concessions at the COU as shown in Attachment - Figure 1, in accordance with the said contract documents, for the sums and terms set forth in the proposal.

The concessionaire shall have full responsibility for the management, staffing and operation of its food and beverage concessions at COU, which shall include the following:

- a) If the concessionaire plans to pursue lease or a percent of sales option, the concessionaire shall be required to sign an Airport Concession Agreement. The Agreement shall be an initial five-year lease with review of the performance of the successful proposer prior to the end of year five (5). Additional renewal extensions will be negotiated in increments as determined by the Airport Manager and as negotiated with the successful proposer.
- b) The ability to provide reliable, high-quality food and beverage service for the traveling public at COU and general community at large.
- c) The ability to obtain and maintain the required food service establishment's licenses and permits and comply with all applicable laws related to the operation of a concession at an airport.
- d) It is the City's preference to have the concessionaire operate seven days per week, including holidays and peak travel periods, at times of the day that are consistent with scheduled incoming and outgoing flights and public demand. As a minimum, service shall be provided one hour prior to the first flight departure in the morning until one hour after the last departure of the day. The City is willing to consider alternative operational hours as supported by the concessionaire's proposed business plan.
- e) Any reduction in the minimum hours or days of operation by contractor shall be prohibited without the prior written approval of the City.
- f) Acceptance of cash, and all major credit and debit cards.
- g) Provision of all fixtures, furnishings, and equipment necessary for management, staffing and operation of its concession.
- h) The concessionaire shall provide all interior building maintenance and custodial services for the concession space, unless otherwise detailed in the proposal or Agreement.
- i) The contractor shall be required to perform all the terms and agreements contained in the Agreement in a timely manner.
- j) The concessionaire shall maintain insurance requirements as specified.
- k) The concessionaire shall be responsible for the cost of gas, electric and water service usages as metered.
- l) The concessionaire shall be responsible for any costs associated with entertainment (i.e. cable TV, satellite TV, etc). costs.
- m) The concessionaire shall be responsible for phone and sewer.
- n) The concessionaire may utilize QR code application for people ordering on the public side of the airport terminal.

The City shall provide the following items for the space:

- Structural floor slab within the designated kitchen service area (683 square feet). The contractor shall provide the details (including floor design) required for the installation

At a minimum, the concessionaire shall provide the following items prior to entering into the agreement and use for the lease space:

- Furniture and fixtures - in addition to equipment the City provides if that option is exercised
- Disclosure of all planned furnishings.
- Proposed plan to coordinate with City's fire protection systems, access/network keying system, and networking.

AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISES (ACDBE)

The requirements of 49 CFR Part 26 apply to the contract. It is the policy of the City to practice nondiscrimination based on race, color, sex, or national origin in the award of performance of this contract. The City encourages

participation by all firms qualifying under this solicitation regardless of business size or ownership. The City has established a DBE contract goal of 8.8 percent for the contract. The contractor shall make good faith efforts to subcontract 8.8 percent of the dollar value of the prime contract to certified DBE firms which are certified by the State of Missouri. The City's award of the contract is conditioned upon contractor satisfying the good faith effort requirements of 49 CFR 26.53.

If offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the offeror as described in appendix A to 49 CFR Part 26 shall be provided.

This requires the offeror to show that it took all necessary and reasonable steps to secure participation by certified DBE firms. The City will not consider mere pro forma efforts as a good faith effort. Actions constituting evidence of good faith efforts include but are not limited to:

- a) Soliciting DBE participation through all reasonable and available means. This may include public advertisements and phone calls/faxes to known certified DBE firms.
- b) Consulting the State Department of Transportation office to obtain a list of certified DBE firms.
- c) Selecting portions of work that increase the likelihood that DBE firms will be available to participate.
- d) Providing DBE firms with sufficient information and time to review the project plans and specifications.
- e) Documenting all contacts with DBE firms. This includes name, address, phone number, date of contact and record of conversation/negotiation.

3. PROPOSAL SUBMISSION INFORMATION

SUBMISSION OF PROPOSALS:

On-line Proposal - If a registered offeror is responding electronically through the City of Columbia Bidding System website, in addition to providing costs, the registered offeror should submit completed exhibits, forms, and other information concerning the proposal as an attachment to the electronic proposal. The registered offeror is instructed to review the RFP submission provisions carefully to ensure they are providing all required information.

The exhibits provided herein can be saved into a word processing document, completed by a registered offeror, and then sent as an attachment to the electronic submission. Other information requested or required may be sent as an attachment. Be sure to include the solicitation/bid number, company name, and a contact name on any electronic attachments.

In addition, a registered offeror may submit the exhibits, forms, etc., through mail or courier service. However, any such submission must be received prior to the specified end date and time.

If a registered offeror submits an electronic and hard copy proposal response and if such responses are not identical, the offeror should explain which response is valid. In the absence of an explanation, the City of Columbia shall consider the response which serves its best interest.

Hard Copy Proposal - If the offeror is submitting a proposal via the mail or a courier service or is hand delivering the proposal, the offeror should include completed exhibits, forms, and other information concerning the proposal with the proposal. The offeror is instructed to review the RFP submission provisions carefully to ensure they are providing all required information.

Recycled Products - The City of Columbia recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the offeror is requested to print the proposal double-sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy proposals may be submitted in a notebook or binder.

Open Records - Pursuant to section 610.021, RSMo, the offeror's proposal shall be considered an open record after a contract is executed or all proposals are rejected. At that time, all proposals are scanned into the Purchasing Division imaging system.

The scanned information will be available upon request from the Purchasing Division. Therefore, the offeror is advised not to include any information in the proposal that the offeror does not want to be viewed by the public, including personal identifying information such as social security numbers.

In preparing a proposal, the offeror should be mindful of document preparation efforts for scanning purposes and storage capacity that will be required to image the proposals and should limit proposal content to items that provide substance, quality of content, and clarity of information.

To facilitate the evaluation process, the offeror is encouraged to organize their proposal into sections that correspond with the individual evaluation categories described herein. The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the City of Columbia is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.

The proposal should be page numbered.

The signed page one from the original RFP and all signed addendums should be placed at the beginning of the proposal.

Each section should be titled with each individual evaluation category and all material related to that category should be included therein.

Questions Regarding the RFP – Except as may be otherwise stated herein, the offeror and the offeror's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the solicitation process, the evaluation, etc., to the buyer of record indicated on the first page of this RFP. Inappropriate contacts to other personnel are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer.

The buyer may be contacted via e-mail or phone as shown on the first page.

Only those questions which necessitate a change to the RFP will be addressed via an addendum to the RFP. Offerors are advised that any questions received less than ten (10) calendar days prior to the RFP opening date may not be addressed.

Joint Venture or Co-Counsel Response – If the proposal is being submitted in conjunction with another entity or law firm (similar to a joint response, joint venture, or co-counsel), there can be only one (1) response submitted in response to the Request for Proposal by the entities/firms involved. Therefore, only one (1) entity/firm must be designated as lead and must be designated as the official offeror for purposes of submitting the proposal. Such lead offeror and contractor, if awarded the contract, must be the only party officially signing and submitting the proposal as well as serving as the official signatory for the joint venture or co-counsel.

COMPETITIVE NEGOTIATION OF PROPOSALS:

The offeror is advised that under the provisions of this Request for Proposal, the Purchasing Division reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

Negotiations may be conducted in person, in writing, or by telephone.

Negotiations will only be conducted with potentially acceptable proposals. The Purchasing Division reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer if necessary.

Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Purchasing Division determines that a change in such requirements is in the best interest of the City of Columbia.

EVALUTION AND AWARD PROCESS:

After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below. The contract(s) shall be awarded to the lowest and best proposal(s). The City of Columbia reserves the right to reject any or all proposals, to negotiate with any offeror considered qualified, or to make multiple or single award(s) without further discussion.

Evaluation Criteria Scoring Category	Maximum Points
Design, Concept & Financial Ability (Including Business Plan)	30 points
Lease rate and/or % of sales	15 points
Experience	25 points
Marketing Strategy With Proposed Food/Beverage Menu Offerings	20 points
Interview	10 points
TOTAL	100 points

After an initial screening process, a question and answer conference or interview may be conducted with the offeror, if deemed necessary by the evaluation committee. In addition, the offeror may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the offeror's expense. All arrangements and scheduling shall be coordinated by the Purchasing Division.

SUBJECTIVE EVALUATION OF DESIGN, CONCEPT, FINANCIAL ABILITY, LEASE RATE AND/OR PERCENT OF SALES, EXPERIENCE AND MARKETING STRATEGY WITH PROPOSED FOOD/BEVERAGE MENU OFFERINGS:

Experience of the offeror and expertise of the offeror's personnel will be considered subjectively in the evaluation process. Therefore, the offeror is advised to submit information concerning the offeror's organization, information documenting the offeror's experience in past performances related to the requirements of this RFP, and information documenting the qualifications of the personnel proposed by the offeror to perform the requirements of this RFP. If the offeror is proposing an entity other than the offeror to perform the required services, the offeror should also submit the information requested for such proposed subcontractor.

Offeror Information - The offeror should provide information about the offeror's organization on Exhibit A.

Experience - The offeror should provide information related to previous and current services/contracts of the offeror or any proposed subcontractor where performance was similar to the required services of this RFP. The information may be shown on Exhibit B or in a similar manner.

As part of the evaluation process, the City of Columbia may contact the offeror's references, including references not listed or identified within the offeror's proposal but who have current or previous experiences with the offeror.

The offeror shall agree and understand that the City of Columbia is not obligated to contact the offeror's references.

Personnel Expertise - The offeror should provide the information requested on Exhibit C for each key person proposed to provide the services required herein. The offeror may also submit resumes for such key personnel.

The information should identify any relevant qualifications and experience of the person in performing services similar to the services required herein.

Personnel Qualifications - If personnel are not yet hired, the offeror should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.

Licenses - The offeror should submit a copy of all licenses and/or certifications, related to the performance of the services required herein that are held by the personnel proposed to provide such services. If not submitted with the proposal, the City of Columbia reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.

Subcontractors Proposed - The offeror must either provide a properly completed Exhibit D, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by each subcontractor proposed or must

provide a letter of intent signed and dated no earlier than the RFP issuance date by each subcontractor proposed which must describe the products/services the subcontractor will provide.

Proposals will be subjectively evaluated based on the offeror's plan for performing the requirements of the RFP. Exhibit E is provided for the offeror's use in providing information about the proposed method of performance/business plan. Concessionaire shall propose % of sales and/or monthly lease rate that they will pay Columbia Regional Airport on Exhibit E as well.

Miscellaneous Submittal Information:

Affidavit of Work Authorization and Documentation - Pursuant to section 285.530, RSMo, if the offeror meets the section 285.525, RSMo, definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the offeror must affirm the offeror's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The offeror should complete Exhibit F, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. Exhibit F must be submitted prior to an award of a contract.

The offeror should complete and submit Exhibit G, Miscellaneous Information.

Business Compliance - The offeror must be in compliance with the laws regarding conducting business in the City of Columbia. The offeror certifies by signing the signature page of this original document and any addendum signature page(s) that the offeror and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The offeror shall provide documentation of compliance upon request by the Purchasing Division. The compliance to conduct business in the state shall include, but not necessarily be limited to:

Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>

Certificate of authority to transact business/certificate of good standing (if applicable)

Taxes (e.g., city/county/state/federal)

State and local certifications (e.g., professions/occupations/activities)

Licenses and permits (e.g., city/county license, sales permits)

Insurance (e.g., worker's compensation/unemployment compensation)

EXHIBIT A

OFFEROR INFORMATION

The offeror should provide the following information about the offeror's organization:
--

Provide a brief company history, including the founding date and number of years in business as currently constituted.

Describe the nature of the vendor's business, type of services performed, etc. Identify the vendor's website address, if any.

Provide a list of and a short summary of information regarding the vendor's current contracts/clients.

List, identify, and provide reasons for each contract/client gained and lost in the past two (2) years.

Provide a letter from their lending institution stating they are in good standing with said lending institution.

Provide a minimum of three (3) Financial References including persons or firms with whom your company has conducted financial transactions during the past three (3) years.

EXHIBIT B**CURRENT/PRIOR EXPERIENCE**

The offeror should copy and complete this form documenting the offeror and any subcontractor's current/prior experience considered relevant to the services required herein. In addition, the offeror is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

Offeror Name or Subcontractor Name: _____ (if reference is for a Subcontractor):	
Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company/Client:	
Address of Reference Company/Client:	
Reference Contact Person Name, Phone #, and E-mail Address:	
Title/Name of Service/Contract	
Dates of Project Initiation and Project Completion:	
If service/contract has terminated, specify reason:	
Description of Services Performed, such as: <input checked="" type="checkbox"/> What the offeror did <input checked="" type="checkbox"/> How the offeror did it <input checked="" type="checkbox"/> Results <input checked="" type="checkbox"/> Additional Detail	
Personnel Assigned to Service/Contract (include all key personnel and identify role):	

EXHIBIT C**EXPERTISE OF KEY PERSONNEL**

(Copy and complete this table for each key person proposed)

Title of Position: _____	
Name of Person:	
Educational Degree (s): include college or university, major, and dates	
License(s)/Certification(s), #(s), expiration date(s), if applicable:	
Specialized Training Completed.	
# of years' experience in area of service proposed to provide:	
Describe person's relationship to offeror. If employee, # of years. If subcontractor, describe other/past working relationships	
Describe this person's responsibilities over the past 12 months.	
Previous employer(s), positions, and Dates	

Staffing Methodology

Describe the person's planned duties/role proposed herein:	
--	--

List of Projects and Roles Completed

Describe the projects worked by the individual and the specific role:	
---	--

EXHIBIT D**DOCUMENTATION OF INTENT TO PARTICIPATE**

If the offeror is proposing to include the participation of a subcontractor(s) in the provision of the products/services required in the RFP, the vendor must either provide a recently dated letter of intent, signed and dated no earlier than the RFP issuance date, from each organization documenting the following information, or complete and provide this Exhibit with the offeror's proposal.

~ Copy This Form For Each Subcontractor Proposed ~

This Section To Be Completed by Subcontractor:

By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the vendor identified above.

Name of Subcontractor:	_____		
Contact Name:	_____	Email:	_____
Address:	_____	Phone #:	_____
City:	_____	Fax #:	_____
State/Zip:	_____	MBE/WBE/DBE Certification #	_____
		MBE/WBE/DBE Certification	(or attach copy of certification)
		Expiration Date:	_____

PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE

Describe the products/services you (*as the subcontractor*) have agreed to provide:

Authorized Signature:

Authorized Signature of Subcontractor

*Date
 (Dated no earlier than
 the RFP issuance date)*

EXHIBIT E**METHOD OF PERFORMANCE**

The offeror should use this Exhibit, or any format desired, to present a written plan for performing the requirements specified in this Request for Proposal.

- Proposed venues, hours of operation, menu, and pricing structure.
- Proposed use of local beverage and food products..
- Management and operation Plan which include general operations, human resources and staffing customer service management, and inventory and cash control systems.
- Proposed financial consideration and benefit of the proposed offeror provided to the City of Columbia. In addition, offeror should present to the city a comprehensive proposal including percentage of sales and/or monthly lease rate.
- Proposed capital investment.
- Provide a business plan for growth.
- Provide a Sample monthly gross revenue report to be provided to the City of Columbia.
- Offeror should provide an overall design and concept, including the variety and types of food and beverage venues to be developed. Emphasis will be placed on food quality, local flare, variety, menus, and competitive pricing. To evaluate such factors, the offeror should submit a business plan that includes the following information at a minimum:
 1. General description of COU concession, including the concession's name.
 2. COU concession menu and pricing (for food and alcohol).
 3. Hours of operation for COU concession.
 4. Method and frequency of food delivery and storage.
 5. Plan for staffing and employee management of the COU concession. Include the number of employees that will be on site for each shift.
 6. Ability to accept all major credit and debit cards.
 7. Statement whether offeror can meet the qualification for a State of Missouri food service license at the COU concession.
 8. Marketing, advertising, and promotional plans for COU concession.
 9. Statement of offerors customer service philosophy, describing how offeror will provide highest level of customer service at COU concession.
 10. Anticipated revenues and expenses from the COU restaurant, and evidence of ability to meet financial obligations.
 11. The organizational chart of the offerors business, including names of officers, partners, or member, plus a brief statement of qualifications and experience of key management that will be directly involved in the COU restaurant.

12. Description of space usage and how it will blend in with the aesthetic nature of the terminal.

13. If the business plan includes a multiple concessionaire approach, provide details of this approach, and indicate which entity shall be contractually obligated to the final contract.

- Offeror should prove its ability to market and promote a program to actuate toward local area themes to obtain maximum patronage from the traveling public and surrounding community.
- Offeror should provide airport concession disadvantaged business enterprises (ACDBE) plan.
- Offeror should state if they plan to use City existing equipment if they plan to do so.

EXHIBIT F**NOTICE TO OFFERORS****Sections 285.525 To 285.550 RSMo.**

Pursuant to section 285.530 (1) RSMo., No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. {RSMo 285.530 (2)}

An Employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. **The E-verify system issues a Memorandum of Understanding once enrollment is complete; the City of Columbia requires a copy of this document be attached to the Work Authorization Affidavit.** The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. {RSMo 285.530 (4)}

For offerors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Information regarding E-Verify is available at:

<http://www.dhs.gov/e-verify>

EXHIBIT F, Continued
CITY OF COLUMBIA, MISSOURI
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530 RSMo
(FOR ALL BIDS IN EXCESS OF \$5,000.00)

County of _____)
)SS.
 State of _____)

My name is _____. I am an authorized agent of _____ (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Columbia. This business does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.

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

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1 RSMo and shall not thereafter be in violation. Alternatively, a subcontractor may submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

 Affiant

 Printed Name

Personally appeared before me, a Notary Public, within and for the County of _____,

State of Missouri, the person whose signature appears above, PERSONALLY AND KNOWN TO ME AND ACKNOWLEDGED, that signed the foregoing Affidavit for the purposes therein stated.

Subscribed and sworn to me this _____ day of _____, 20_____.

My Commission expires _____, 20_____.

 (Notary Public)

EXHIBIT G**MISCELLANEOUS INFORMATION****Employee/Conflict of Interest:**

Offerors who are elected or appointed officials or employees of the City of Columbia or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the offeror or any owner of the offeror's organization is currently an elected or appointed official or an employee of the City of Columbia or any political subdivision thereof, please provide the following information:	
Name and title of elected or appointed official or employee of the City of Columbia or any political subdivision thereof:	
If employee of the City of Columbia or political subdivision thereof, provide name of City or political subdivision where employed:	
Percentage of ownership interest in offeror's organization held by elected or appointed official or employee of the City of Columbia or political subdivision thereof:	_____ %

Registration of Business Name (if applicable) with the Missouri Secretary of State

The offeror should indicate the offeror's charter number and company name with the Missouri Secretary of State. Additionally, the offeror should provide proof of the offeror's good standing status with the Missouri Secretary of State. If the offeror is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo., identify the specific section of 351.572 RSMo., which supports the exemption.

<i>Charter Number (if applicable)</i>	<i>Company Name</i>
If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo., identify the section of 351.572 to support the exemption:	

Exhibit B



April 10, 2023

Re: RFP 48/2023 BAFO

Attention Cale Turner:

It is Jackson Brothers of the North's desire to rent square footage space from the City of Columbia within the terminal building of the airport outlined in RFP 48/2023:

- JBN will pay \$15 per square foot for 615 sq ft intended for the market side of the designated area, located within the Secure (Arise) Concession area. This area will utilize office space, technology components, the physical market, a small seating area (for attendant), and space for ingress/egress.
 - Phase 1 Rent: will be \$9225.00 annually, paid in twelve monthly installments of \$768.75. Rent will be prorated for the first month and will begin the opening day of the market.
- Phase 2: JBN proposes to pay rent at a rate of \$12 per square foot for the remaining 570 sq ft within the Secure (Airside) Concession area and the 683 sq ft designated as "Kitchen." The total sq ft will be 1253 sq. ft.
 - Phase 2 Rent: will be \$15,036.00 annually, paid in twelve monthly installments of \$1253/month. Rent will be prorated for the first month and will begin the opening day of the Short Order Grill.
- JBN will pay for space on Non-Secure Side (Landside) Concession as needed to facilitate PICO style markets at a rate of \$8 per square foot. A single cooler requires 6.5 sq ft per cooler. A single cooler would pay \$52 annually, paid in 12 installments@ \$4.33/month. Coolers will be added as needed and rent will adjust accordingly. Rent will be prorated for the first month and will begin the day of installation.
- **TOTAL RENT FOR COMPLETED PROJECT & ONE PICO MARKET= \$24,313.00 ANNUALLY, PAID IN 12 MONTHLY INSTALLMENTS OF \$2026.08**
- Requesting a contract term of five years with an additional two, 2-year options.

- Requesting contract verbiage stating rent is conditional upon the ability to operate freely from government mandates that would limit or prevent free enterprise due to pandemics and acts of God.

Per our response to the original RFP 48/2023, JBN would like a finished space to place the market and eventually open the hot food eatery. Items that are need to be addressed in order to move forward:

Phase 1 Needs:

- Drop Ceiling at least 10 ft high throughout the entire space (2x2 preferred): Phase 1, Phase 2, and Kitchen.
- Floors stained and finished in the “Airside” Concession area.
- All electrical work complete in Phase 1 area
- All Plumbing work complete in Phase 1 area
- Temporary wall added between Phase 1 and Phase 2 area.
- Doorway providing access between Phase 1 and Kitchen area
- Doorway between “Landside” and Kitchen area.
- AC Vents and Return Air vents.
- Roll up security gates installed between Terminal and “Airside” Concession areas (at each Phase of opening or shortly thereafter to expedite opening of services)
- Office area immediately behind the hot drink section 10x10. This area will be required to house hardware for the market and must be climate controlled.

Phase 2 Needs:

- Phase 2 Area contains remaining airside square footage and kitchen area.
- Work w/City to complete Kitchen per specs
- All permanent infrastructure provided by City
- All electrical work complete
- All Plumbing work complete
- Finished floor to include a slip-resistant surface
- Overhead Vent System for Grill
- Kitchen walls finished with wipe clean surfaces.
- Use of all equipment offered in original RFP

PICO Market Needs:

- Electrical outlets 1 per cooler

Exhibit C – Concession Area (Phase 1)

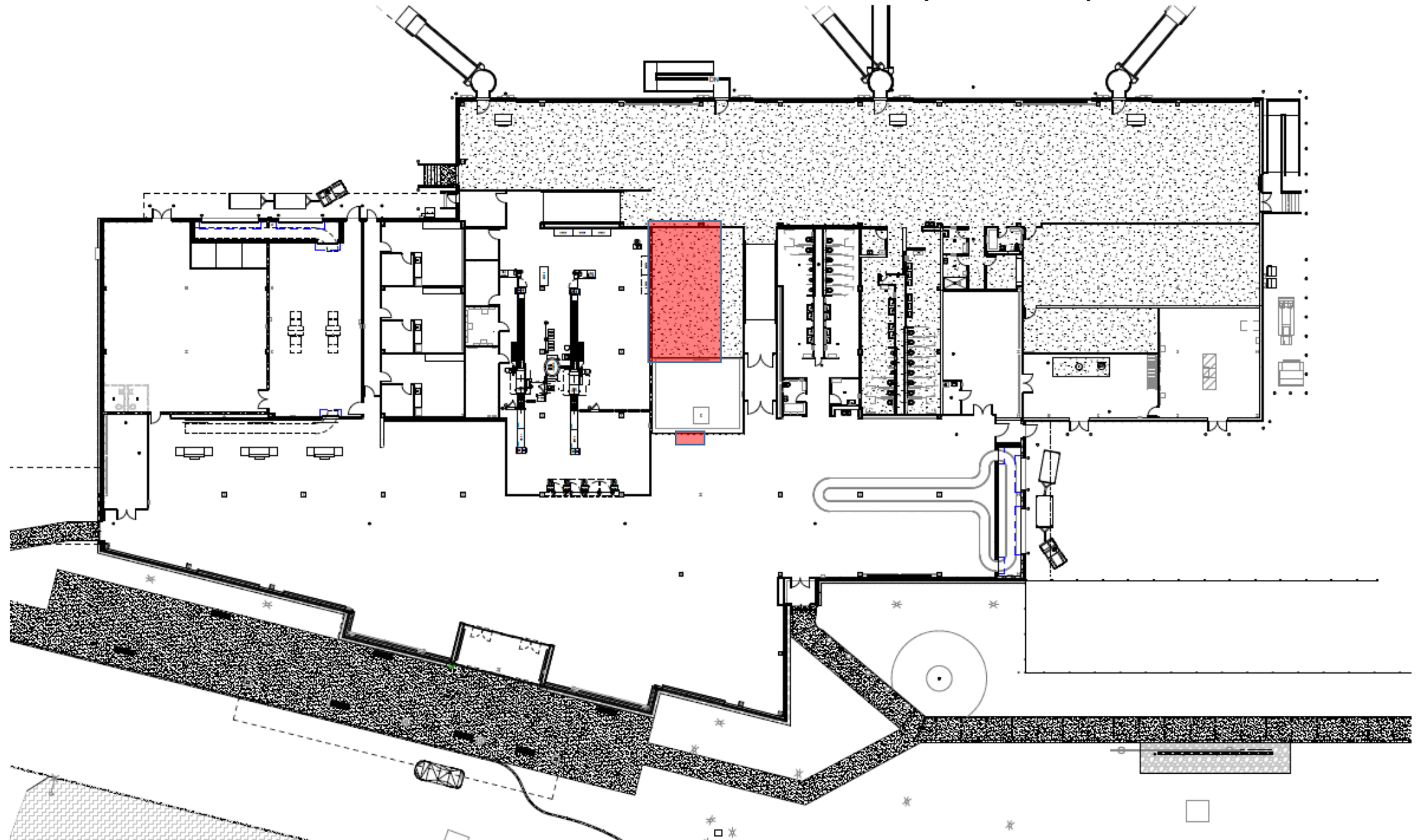
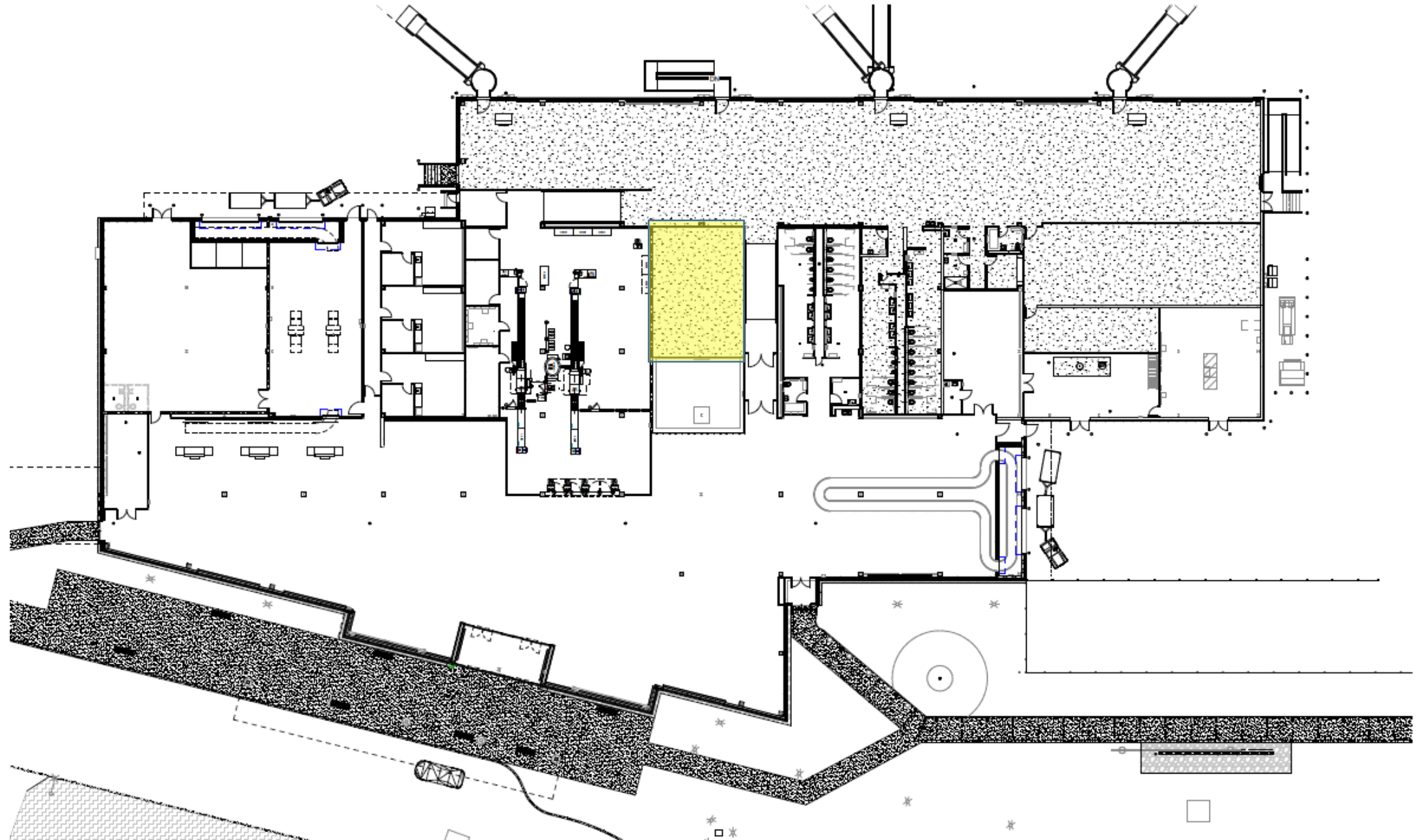


Exhibit D – Concession Area





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/08/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Barker Phillips Jackson, Inc PO Box 4207 Springfield MO 65808-4207	CONTACT NAME: Jennifer Shortino, CISR, CLCS PHONE (A/C, No, Ext): (417) 887-3550 FAX (A/C, No): (417) 887-3252 E-MAIL ADDRESS: jshortino@bpj.com
INSURED Blue Ribbon Vending LLC, DBA: Jackson Brothers of the North 2060 N Morley St Moberly MO 65270	INSURER(S) AFFORDING COVERAGE INSURER A: State Auto Insurance Companies INSURER B: Safety National Cas Corp INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** CL22121643911**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			10156285CP	11/25/2022	11/25/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			10156286CA	11/25/2022	11/25/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			10156287CU	11/25/2022	11/25/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	010910-BRVJ	12/31/2022	12/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**City of Columbia
701 E. Broadway

Columbia

MO 65205

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Additional Named Insureds

Other Named Insureds

Blue Ribbon Equipment LLC	Additional Named Insured
Blue Ribbon Holdings LLC	Additional Named Insured
Jackson Brothers of the North	Doing Business As

NOTICE TO VENDORS

Section 285.525 – 285.550 RSMo Effective January 1, 2009

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

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

An employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. [RSMO 285.530 (4)]

For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Information regarding E-Verify is available at:

http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.

**CITY OF COLUMBIA, MISSOURI
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530 RSMo
(FOR ALL CONTRACTS IN EXCESS OF \$5,000.00)**

County of Callaway)
State of Missouri) ss.

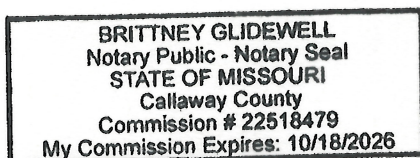
My name is David Horvath. I am an authorized agent of Blue Ribbed Landings
den Jackson Brothers of the North (Bidder). This business is enrolled and participates in a federal
work authorization program for all employees working in connection with services
provided to the City of Columbia. This business does not knowingly employ any person
who is an unauthorized alien in connection with the services being provided.

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

Furthermore, all subcontractors working on this contract shall affirmatively state
in writing in their contracts that they are not in violation of Section 285.530.1 RSMo and
shall not thereafter be in violation. Alternatively, a subcontractor may submit a sworn
affidavit under penalty of perjury that all employees are lawfully present in the United
States.

[Signature]
Affiant
David Horvath
Printed Name

Subscribed and sworn to before me this 8th day of November, 2023



Brittney Glidewell
Notary Public